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The Solicitors' Journal and Reporter.

LONDON, APRIL 28, 1888.

CURRENT TOPICS.

It is understood that, in case of the appointment of a new judge of the Chancery Division, an additional staff of chief clerks will be constituted.

We print elsewhere a new rule under the Deeds of Arrangement Act, 1887, which is to come into operation on the 1st of June next, altering the form of the schedule to the debtor's affidavit, so as to shew in tabulated form the amount of the debt due or claimed by each creditor after deduction of value of securities held by him.

The Paymaster of the Supreme Court has notified that he has received the consent of the judges of the Chancery Division to his signifying assent to the exchange of any Consols or Reduced Annuities for New Consols, as required by the National Debt (Conversion) Act (s. 9), and the Conversion Act (Funds) Rules, 1888, Nos. XII. and XIV., except in any case in which an order or direction not to signify assent is lodged at the Pay Office on or before May 11, 1888. This, we presume, is by way of supplementing the authority of the rules above referred to, which are signed by the Lord Chancellor. The concurrence of the judges of the Chancery Division in the rules would have rendered this consent unnecessary.

The *Times* appears to be of opinion that it may be difficult for the Attorney-General to prove that at this time "there is any extraordinary pressure necessitating the immediate reinforcement of the Chancery Division." We should have thought that this was a matter capable of conclusive proof. To take only one branch of the work of that division, witness actions, we recently shewed that of the 469 in the list for the present sittings, no fewer than 340 were in the list at the commencement of the Hilary Sittings, and that during those lengthy sittings four of the judges had disposed of only twelve or thirteen each of that class of actions, while the fifth judge, who devotes himself to it, only disposed of forty-nine.

The Land Transfer Bill was on Monday referred to a Select Committee, but not of the kind recommended by the recent conference of law societies. Their recommendation was that the committee should take evidence, but it is understood that the Lord Chancellor, while dexterously using this recommendation to combat Lord Herschell's objection (in like manner as it is to be feared a certain other unfortunate recommendation of the conference will be used), refused to agree to the essential proviso as to taking evidence. It is stated that the committee will comprise four lawyers, the rest being laymen, and we confess we fail to see the least advantage from any point of view but the Lord Chancellor's in such a reference. A committee of the whole House would, it appears to us, be better capable of dealing with the chief questions to be decided, which, be it observed, are questions of principles and not of mere drafting or machinery. They were defined by Lord Herschell as being whether the owner would have to register before transfer to a purchaser; whether registration was to be compulsory on every dealing or succession or only when transfer took place; whether a distinction should be drawn between a possessory or qualified and an absolute title; and also the further question of succession on intestacy. We think that Lord Herschell and Lord Thring were right in urging that a dozen noble lords sitting round a table ought not to practically decide matters of such moment as these. Observe, by the way, that compulsion is now assumed on all hands to be necessarily embodied in the Bill: any objector will probably be told that the Lord Chancellor "has received representations from almost all the law societies" suggesting a modified compulsion.

In noticing, a month ago, Mr. Goschen's vague statement that provision would be made for preventing evasion of stamp duty, we anticipated that such provision would take the form of an increased penalty, and would affect the ordinary condition of sale precluding objections on the ground of absence or insufficiency of stamps; but we were hardly prepared for the stringent provisions which we find in the Customs and Inland Revenue Bill, issued last week. The provisions relating to the stamping of instruments, shortly stated, are as follow:—Every instrument falling within the heads in the schedule to the Stamp Act, 1870, of "Bond, covenant, or instrument" &c., "Conveyance," "Lease," "Mortgage" &c., "Mortgage of any stock" &c., and "Settlement," must

(1) bear a date not later than the day on which it is first executed (unless it is either written on duly stamped material or first executed abroad);

(2) be duly stamped within fourteen days after the date or after first receipt here in case it is first executed abroad (unless application for adjudication of duty is made within the fourteen days, in which case the instrument must be duly stamped within fourteen days after the *date of notice* of such assessment—observe, not after receipt of such notice).

If the instrument is not duly stamped in conformity with these provisions "*every person by whom the instrument has been or shall be signed or executed*, shall forfeit the sum of £10, and, in addition to the penalty payable by law on stamping the instrument, there shall be paid an additional penalty equivalent to the stamp duty thereon, unless a reasonable excuse for the delay in stamping, or for the omission to stamp, or the insufficiency of stamp, be afforded to the satisfaction of the said commissioners, or of the court, judge, arbitrator, or referee before whom it is to be produced." The effect of this provision may be perhaps best understood by an illustration. Let us suppose the ordinary case of a conveyance on a sale by auction under a trust for sale by three trustees with the concurrence of the tenant for life. The result of the non-stamping of this conveyance will be to subject each of the three trustees and the tenant for life to a penalty of £10; and if the purchaser has to give the deed in evidence he will have to pay for stamping it £10, £15 (new penalty), £1 (to officer of court), and £15 (duty), and interest at 5 per cent. on the duty, making over £40 payable by him. It is not stated whether the deed can be stamped by the purchaser without payment being also previously made of the four £10 penalties to which the executing parties are liable; but it will be seen that the aggregate liability for non-stamping the conveyance supposed will be over £80.

It appears to us that the penalty imposed on the persons executing the deed puts the saddle on the wrong horse. The person liable to pay the stamp duty and have the deed stamped is the grantee, whereas the only persons executing are, in the majority of cases, the grantors, and, after they have executed and the consideration money has been paid, the deed passes out of the hands of their solicitor. How are they to make sure that it will be subsequently duly stamped? How is their solicitor to escape liability for negligence in not ascertaining that the deed was duly stamped within the fourteen days? It appears to us that the intention

of this provision is to compel all the instruments referred to to be written on duly-stamped material, so that grantors may be able to ascertain, before they execute, that the instrument is duly stamped. But we need hardly point out that in some cases it would be very unwise and inconvenient to stamp an instrument before execution, and in the case of an adjudication of stamp duty it is, of course, impossible that the instrument can be stamped before execution. How is the grantor's solicitor to make certain, in this latter case, that it is duly stamped within fourteen days after the date of notice of adjudication? If this provision passes into law, there will be a very burdensome duty imposed on every solicitor acting for any executing party, however slight or formal may be the interest of such party; and we confess we are puzzled to know how such solicitors are to make their clients safe otherwise than by requiring the deed to be duly stamped before execution. Undertakings to have the deed duly stamped are all very well, but we question whether, in a matter involving penalties on clients, they should be trusted to. Again, fourteen days after the date of first execution is an absurdly short period in cases where the execution of several parties has to be obtained. Where the engrossment has to be sent to two or three solicitors for execution, it would, we believe, in some cases be extremely difficult or absolutely impracticable to get it returned within the time prescribed. The framers of the Bill evidently assume that every solicitor has his clients absolutely under his control as to their attendance to execute. We do not see any substantial benefit to be gained by the revenue in cutting down the two months to fourteen days. It should be observed that the period within which the commissioners may remit the penalty is also to be cut down from twelve months to two months.

Another clause (17) of the Customs and Inland Revenue Bill provides that "every condition of sale framed with the view of precluding objection or requisition upon the ground of absence or insufficiency of stamp upon any instrument, and every contract, arrangement, or undertaking for assuming the liability on account of absence or insufficiency of stamp upon any instrument or indemnifying against such liability, absence, or insufficiency, shall be void." This provision appears to us, as it stands, to be very unfair. We believe we are right in saying, speaking from our own observation, that the condition referred to has (except in the case of sales by trustees) within the last few years, become very general, stimulated, no doubt, by *Whiting to Loomes* (28 W. R. 822, 18 Ch. D. 10). Probably hundreds of purchasers have been compelled, under this condition, to take deeds unstamped or insufficiently stamped, and they have done so under the belief that on a resale they could protect themselves by a similar condition. If the clause passes into law as it stands, it will amount to the imposition of a heavy penalty on these innocent persons, for, on a resale, of course, the purchaser will require the vendor to stamp all the deeds. The clause should, in common justice, be restricted to conditions of sale relating to deeds executed after the passing of the Act.

Apart from the question of the unfairness of imposing a penalty on executing parties who have no control over the stamping of the deed, the amendments absolutely necessary in order to prevent the above-mentioned provisions from causing grave inconvenience appear to be the following:—The period within which a document may be stamped should not be curtailed, and the date of the document should not be the date of first execution, as proposed, but the date from which the instrument is intended to take effect; in any event the Inland Revenue Commissioners should have a wide discretion in dealing with cases of mistake or error, and the 17th clause should be confined to instruments dated after the passing of the Act. The Bill appears to afford a favourable opportunity for the insertion of provisions carrying out the suggestions contained in Mr. Gregory's letter, on which we recently commented (*ante*, p. 363). In 1886 the Incorporated Law Society endeavoured to obtain the insertion in the Revenue Bill of that session of clauses for the limitation of the claims of the Crown to legacy and succession duty, particularly in the cases of purchasers and mortgagees, after a specified period. It was then understood that the Government were in favour of the clauses proposed by the society, with certain modifications. We understand that the council are taking steps towards having clauses 16 and 17 of the present Bill amended, so as to create as little inconvenience as possible, and are also endeavouring to procure the insertion of the clauses prepared in 1886, which had for their object the relief of the public, while at the same time giving due protection to the Crown.

The Standing Committee on Law of the House of Commons made astonishing progress with the County Courts Consolidation Bill on Monday last, disposing (subject to certain postponed clauses) of Parts I. and II. The result of the day's work was considerably to alter the character of the Bill as one of mere consolidation. Clauses were inserted (1) enabling the authorities to direct that any county court judge shall sit as an additional judge in any district or districts; (2) altering the provision of clause 21 as to the remuneration of a deputy judge during a vacancy in the office of judge so as to enable him to receive "a rateable proportion of the salary and travelling allowances attached to the office so vacant during any vacancy," and enabling the Lord Chancellor, in case no deputy has been appointed before the vacancy, to appoint a deputy; (3) providing that registrars of county courts must be solicitors of five years' standing at least; (4) that in the case of any court where the number of plaints for the preceding year has exceeded 10,000, the Lord Chancellor may, in the case of any future appointment, make it a condition of the appointment that the registrar shall not practise as solicitor or notary; but nothing in this section shall be deemed to disqualify a registrar from holding any public appointment; and (5) that notice of any vacancy in the office of registrar shall be forthwith given by the judge having the appointment, and no appointment shall be made to fill the vacancy within the period of one month after the date of the notice without the assent of the Lord Chancellor. An important proposal by Mr. H. Fowler, that registrars of county courts shall be paid fixed salaries, based on the average of emoluments of all kinds received by them for the five years before the 1st of January last, with an allowance for clerks and office expenses in the case of any court where the average number of plaints exceeds 6,000, was postponed. It seems to us that, in justice to the present holders of the office, this proposal should at least be qualified so as to apply only on the next vacancy.

An important question was raised before Mr. Justice North on Tuesday last, in a case of *Re Londonderry*, as to the effect of the provision of section 44 of the Bankruptcy Act, 1883, that the property of a bankrupt divisible among his creditors shall comprise (*inter alia*) "the capacity to exercise, and to take proceedings for exercising, all such powers in or over or in respect of property as might have been exercised by the bankrupt for his own benefit *at the commencement of his bankruptcy*, or before his discharge." It was suggested by counsel that the meaning of the words we have placed in italics is this—that when the power is exercised by the bankrupt's trustee, the instrument by which it is exercised takes effect (not, as it would have done if the bankrupt himself had exercised the power, from the date of the instrument, but) from the commencement of the bankruptcy, so that it would, *e.g.*, operate upon the intermediate income of an appointed fund. It was not necessary for the decision of the case before the court that this point should be actually decided, and no arguments in support of a different construction of the clause were presented to the court, but in giving his judgment Mr. Justice North expressed his concurrence in the construction suggested, though he did not in the order which he made give effect to it, because it was unnecessary to do so. It appears to us that this construction is founded on a misapprehension of the object and the intention of the clause, which, we think, was only intended to place the trustee, with regard to the exercise of powers which the bankrupt could have exercised for his own benefit, in the same position as the bankrupt would have been but for his bankruptcy, and not to give the trustee any higher right. The words "at the commencement of his bankruptcy or before his discharge" are, we think, merely descriptive, by reference to a defined interval of time, of the powers which the trustee is to be able to exercise, and have nothing to do with the effect of

the exercise of such a power by him. This, as it seems to us, is the natural construction of the words, and it appears to be justified by a decision of Mr. Justice PEARSON to which Mr. Justice NORTH's attention was not called. We refer to *Nichols to Nixey* (33 W. R. 840, 29 Ch. D. 1,005). That was a decision upon section 15 of the Bankruptcy Act, 1869, the words of which were (for the present purpose) identical with those of section 44 of the Bankruptcy Act, 1883. The question was whether the trustee in a liquidation could, after the death of the liquidating debtor, exercise a general power of appointment which was vested in the debtor at the commencement of the liquidation. It was argued that the Act had placed the trustee in the same position with regard to the power as the bankrupt was in at the commencement of the bankruptcy. Mr. Justice PEARSON came to the conclusion "that the power was intended to be exercised *in the same way as the bankrupt might exercise it*, and that all that is given to the trustee in bankruptcy is a capacity to do that *to the same extent and in the same manner as the bankrupt might have done*, and no other capacity. . . . Supposing a power had been given to be exercised during a limited time, the trustee could not, after the expiration of that period, have exercised it. To be able to do so would not be a capacity to exercise the power, but to exercise a different power. And, inasmuch as the power in this case came to an end on the bankrupt's death, I think the power no longer exists, and, whatever the capacity of the trustee means, it is absolutely impossible for him to exercise a non-existing power." The principle of that decision appears to us to apply to the case of *Re Londonderry*, and to be inconsistent with the view expressed by Mr. Justice NORTH.

SECTION 21 of the National Debt (Conversion) Act, 1888, would appear to apply to stock mortgages, and to answer the question put by our correspondent of last week (*ante*, p. 399). This section provides that "an agreement to transfer any amount of New Three per Cent. Stock, Consolidated Three per Cent. Stock, or Reduced Three per Cent. Stock, or generally any amount of Three per Cent. Stock may be satisfied by making a transfer of an equal amount of new stock." That this provision is intended so to apply is tolerably clear from the second clause, which deals with covenants to pay periodical sums "equal to the dividends on any specified amount of stock," and from the marginal note, which uses the expression "stock mortgages." It does not seem that any great injury will arise to the mortgagor who has to replace the stock, and the mortgagee will be in no worse a position than if he had suffered the exchange to take place immediately after the passing of the Act. With respect to the second clause of the section, all parties will suffer alike by the reduction of dividend.

WHAT IS A "VENUE"? An incident which recently occurred before a judge of the Queen's Bench Division in chambers serves to shew that everyone cannot answer this question. An application being intrusted to an articled clerk, he appeared before the judge, when the following interesting colloquy is said to have taken place:—

JUDGE (looking over the papers): Where's the venue?

ARTICLED CLERK: I left that at the office.

JUDGE (with twinkling eye, but kindly): Are you quite sure?

ARTICLED CLERK: Yes, my lord, I remember leaving it on the office table.

There have been many rumours telegraphed from New York during the last few days with regard to the appointment of the new Chief Justice of the Supreme Court of the United States. The *New York Tribune* published a telegram stating that Mr. Phelps, the United States Minister to England, had been appointed Chief Justice, but it is now stated that all the conjectures are wide of the mark. The President, it is now said, desires to nominate a Western man.

At the Dalston Police Court, on the 19th inst., Warrant Officer Ford complained to Mr. Horace Smith of a system of touting which had been going on since the opening of the court. There was one person, he said, who had button-holed everybody coming to the court. The magistrate directed that the person referred to should be brought before him, and elicited from him that he was not a solicitor, but was acting for one, and that he had obtained three cases that morning. The magistrate said he would not allow touting within the precincts of his court, and if people wanted clients they must wait until they came or adopt some other method.

LIABILITY OF MASTER TO SERVANT IN RESPECT OF DEFECTIVE PLANT.

WE took occasion not long ago to comment on the decision in *Thomas* v. *Quartermaine* (35 W. R. 555, 18 Q. B. D. 685). Since then another very important decision has been given on the effect of the Employers' Liability Act in the case of *Yarmouth* v. *France* (19 Q. B. D. 647). It appears to us to be impossible entirely to reconcile the reasonings upon which the judgments of the majority of the court in the respective cases were based, and very difficult to formulate the law, as it must be taken at present to stand in consequence of the conjoint effect of the two decisions. In the first case the Court of Appeal (Bowen and Fry, L.JJ., Lord Esher, M.R., dissenting) held that an *employé*, who had worked for months at a brewery where there was a defect in the plant—viz., a cooling vat insufficiently fenced, with knowledge of and without making any objection to the defect, could not recover for injuries sustained through such defect under the Employers' Liability Act, on the ground that the maxim *Volenti non fit injuria* applied. In the second case the plaintiff, who was employed as a driver by the defendant, was injured by a vicious horse belonging to the defendant. He had frequently objected to drive the horse, complaining to the defendant's foreman that it was unfit to be driven, and the foreman had answered that he must go on driving it and, if any accident happened, the employer would be responsible. The county court judge thought that the case was governed by *Thomas* v. *Quartermaine*, and the plaintiff, having continued to drive the horse after he became aware of its vicious character, had taken upon himself the risk; and he accordingly gave judgment for the defendant. The court (Lord Esher, M.R., and Lindley, L.J., Lopes, L.J., dissenting) held that the county court judge was wrong; that the mere fact that the plaintiff had continued in the employment with knowledge of the vicious nature of the horse was not conclusive, and that the case must go to a new trial.

We will proceed to state wherein, as it seems to us, the difficulty of reconciling the reasoning of the judgments in the two cases lies. We have not space for long quotations from the judgments, but we think, if our readers refer to the judgments of the majority in *Thomas* v. *Quartermaine*, they will find it clear that they proceed on the footing that all the Employers' Liability Act does is to relieve the workman from the effect of the doctrine of the common law, which put him in a worse position than a stranger invited on to the premises of the master; and then, inasmuch as the owner of premises or plant is under no duty towards a stranger who voluntarily and with full knowledge incurs the risk, so he is under no duty towards his servant who does so: see *per* Bowen, L.J., 18 Q. B. D. 692, 693, and *per* Fry, L.J., at p. 703. Now we do not see how, on this footing, the decision in *Yarmouth* v. *France* can be right; for it appears to us that it must, in that point of view, depend on the premiss that the plaintiff incurred the risk *nolens*. We do not see how that can logically be maintained in the necessary sense. There is a very common confusion of ideas here involved, which is probably as old as language. A man is often said to do a thing unwillingly which he, nevertheless, cannot be said to do involuntarily. The suggestion must be that the man, though he knew of the vicious and dangerous character of the horse, drove the horse and incurred the risk *nolens*, because he did not want to lose his place. It seems to us that this really involves an illicit process, and an alteration of the meaning of the word "*volenti*" in the maxim as employed in the judgment in *Thomas* v. *Quartermaine*. Doing a thing reluctantly or grumblingly or under protest does not amount to doing it involuntarily. It is the common case of the stronger of two motives determining the exercise of the will. Let us illustrate this by substituting a stranger invited to use property for a servant in a case otherwise similar to *Yarmouth* v. *France*, thus applying the test given by the judgment in *Thomas* v. *Quartermaine*. A person having great need to take a certain journey on some matter of the last importance to him, and, there being no other mode of conveyance available, the owner of a horse offers the loan of it to him. The horse is very vicious and dangerous, as both parties equally know; the borrower tells the owner that the horse is unfit to ride, and that he is very unwilling to ride him, but nevertheless he runs the risk: can he be said to do so *nolens* within the sense of the maxim as applied in *Thomas* v. *Quartermaine*? Clearly he voluntarily incurs the risk. So it seems to us, without doubt, that the plaintiff in *Yarmouth* v.

France voluntarily incurred the risk. It is perfectly true to say that, in one sense, he was not willing to incur the risk, but this is not the sense required for this purpose. We do not say that the majority in *Yarmouth* v. *France* put the case in this way, but, as we shall endeavour to shew, their judgment also involves an alteration of the sense in which the maxim is used.

We can see a possibility of reconciling the respective conclusions in the two cases, though not the grounds on which they were arrived at, on another footing—viz., that the Act has imposed on masters a duty towards their servants to take care to have their premises and plant free from defects greater than that which exists in the case of strangers, but that the servant may, by his conduct, acquiesce in, or consent to, what would otherwise be a breach of duty on the master's part; and so the maxim, *Volenti non fit injuria*, would apply, as in the case when what would otherwise be an assault is consented to, *e.g.*, a wrestling match or glove fight. This, however, would of course be inconsistent with the *ratio decidendi* of *Thomas* v. *Quartermaine* as above stated. It seems to us that the decision in *Yarmouth* v. *France*, when analyzed, really involves this inconsistency. The way in which the majority in the case of *Yarmouth* v. *France* arrive at their conclusion would appear, if we rightly understand it, to be this—they treat the question as being whether, looking to the whole of the facts, the servant must be taken to have voluntarily incurred the risk in the sense that he agreed or consented to undertake the risk (see *per* Lord Esher, M.R., 19 Q. B. D. 654, and *per* Lindley, L J., at p. 661). Now it seems to us that this way of putting it really involves a subtle perversion of the meaning of the maxim, *Volenti non fit injuria*, as applied in *Thomas* v. *Quartermaine*. Agreement or consent to undertake the risk has nothing to do with that application of the maxim. It is using the words of the maxim in a sense in which, no doubt, they may be employed, but not in the sense in which they were there employed. The sense in which they were there employed is that the person voluntarily does the dangerous thing knowing the danger; not that he agrees with the master that he will do it at his own risk. The stranger invited on to dangerous premises might expressly declare that he did not undertake the risk, but he could not thereby alter the measure of the owner's liability if he chooses to come on to the premises. We do not believe it is in any way possible to support the decision in *Yarmouth* v. *France*, except on the footing that the statute has affected the relation between master and servant to a greater extent than the majority held it to have done in *Thomas* v. *Quartermaine*, and has imposed a duty on the master towards the servant in respect of defects in premises, plant, &c., even where the servant knows of the defect, and therefore greater than that existing in the case of a stranger invited on to the premises. Whether the statute really does so, and which of the two chains of reasoning is correct, we think a very difficult question. We cannot think them reconcileable; and it is very much to be wished that, if possible, the decision of another tribunal or fresh legislation may settle the question.

MERGER OF CHARGES.

II.

We have seen that, when the owner of an estate acquires or pays off a charge, the presumption of law is in favour of merger when he either is, or may make himself, owner in fee in possession, but against merger in all other cases. But these presumptions merely arise in the absence of any indication of intention on the part of the person interested, such intention, if it can be proved, being conclusive. We have already quoted to this effect from *Forbes* v. *Moffatt* (*ante*, p. 397). Reference may be made also to *Grice* v. *Shaw* (10 Hare, 79), where it is laid down that the rule "yields to the intention, whether it is express or to be presumed." This leads to a further refinement which we shall deal with shortly.

For the present we will consider in what way an actual intention either to prevent or to effect a merger can be proved. If there has been a deliberate declaration of intention, of course, there is no difficulty, and, in addition, a conveyance either of the estate or the charge may be made at the same time to a trustee, so as to prevent merger at law: *Bailey* v. *Richardson* (9 Hare, 734). But this is by no means necessary, and is only really effective so far as it may afford an indication of intention where an express declaration is wanting. This is clearly stated in *Hood* v. *Phillips* (3 Beav. 518): "The presumption being that, when the owner of an estate pays off a charge, he does it for the relief of the estate, a contemporaneous transfer of the charge to a trustee must be considered as one of the grounds on which the presumption may be rebutted; but no instance has been cited in which such a transfer has of itself been held to be decisive evidence against the presumption, and I am of opinion that it ought not to be so." This was the judgment of Lord Langdale, M.R., and it shews that the transfer of the estate or the charge, as the case may be, is not sufficient to prevent merger. That such a transfer moreover, besides being insufficient, is also not even necessary, and that the bare intention will suffice, provided it can be made out from all the circumstances of the case, is clear, both from what has been already said and from the judgments in *Watts* v. *Symes* (1 De G. M. & G. 240) and *Adams* v. *Angell* (5 Ch. D. 634), the latter being now the leading case on the whole subject.

Of course it would be impossible to enumerate the circumstances from which an intention to keep alive the charge can be inferred, and as this intention may be formed at any time during the united ownership of the estate and the charge, it is necessary to consider the circumstances, not only at the time when such united ownership first arises, but also subsequently. At such original time it may be possible to infer it from the nature of the transaction or from documents referring to it; and where there is an assignment to a trustee, the form of the assignment may sufficiently indicate the intention, although the mere assignment by itself does not. This is shewn by *Tyrwhitt* v. *Tyrwhitt* (32 Beav. 244), where it was explained that a declaration by the *owner* that the charge was to be held in trust for himself, his executors, administrators, and assigns, would be sufficient to prevent merger; although a similar declaration by the trustee in favour of the beneficiary, as being in the ordinary form, would have a different effect. A similar limitation in the case of a lease prevented merger in *Gunter* v. *Gunter* (23 Beav. 511). But if no indication of intention can be collected at the time of the union of ownership—and it seems that this is usually the case where the charge or the estate comes otherwise than by purchase—it is still possible to review all the circumstances during the life of the owner, and in particular to consider whether his acts are inconsistent with the presumption that he intended a merger. A good example of merger being prevented in this way is afforded by *Hatch* v. *Skelton* (20 Beav. 453), and occasionally indications are to be found in the owner's subsequent dispositions of the property, whether *inter vivos* or by will. Thus, an intention to effect a merger may be held to exist where the property is apparently meant to pass free from the charge; and some weight was given to this consideration in the case of a devise by will in *Hood* v. *Phillips* (3 Beav. 518). Where, however, there is an alienation *inter vivos* for good consideration, and the property is expressed to be free from incumbrances, a merger is implied on the more general ground that the opposite result would be a fraud on the purchaser. So it was held as to a marriage settlement in *Gower* v. *Gower* (1 Cox, 53), as to a mortgage in *Tyler* v. *Lake* (4 Sim. 351), and as to a sale in *Bulkeley* v. *Hope* (1 K. & J. 482). In the last case it was said that a vendor, having agreed to sell free from incumbrances, could not afterwards maintain that, as against the purchaser, there was no merger. However, it appears from *Neames* v. *Moorsom* (3 Eq. 91) that too much weight must not be given to the mere use of general words in a conveyance of an estate in land; and in that case a conveyance of renewable leaseholds was held not to include a charge on the land in lieu of land tax.

But where no actual intention on the part of the owner of the charge and the estate can be proved, the law steps in with a further presumption that he would naturally intend what was most advantageous for himself. This usually happens when the merger of the charge would let in subsequent charges. Such was the case in *Forbes* v. *Moffatt* (18 Ves. 384), it being laid down that, where no intention is expressed, or the party is incapable of expressing any, the court will consider what is most advantageous for him. Subsequently to this the rule became stereotyped that the intention must in all cases prevail, and hence it was thought necessary, in the absence of an actual intention, for the court to presume one, instead of acting at once on the above principle. Thus the result, though really based on advantage, is put on the presumed intention in *Grice* v. *Shaw* (10 Hare, 79) and *Byam* v.

Sutton (19 Beav. 562) It is clear, however, that this is quite unnecessary, for the presumption here stands exactly upon the same footing as that in favour of a limited owner, and the introduction of the idea of intention is a mere fiction. In all cases the court decides according to the intention of the party, where this can be shewn to exist, but, in its absence, then according to what is most advantageous to the party; and it is only where the question of merger or no merger is of absolute indifference, and where there is neither intention nor advantage to be considered, that the charge is allowed to merge on the ground of the inutility of keeping it up.

From the rule that merger is governed by intention it is easy to trace certain results with regard to infants and lunatics. Thus, if the court pays off a charge on the estate of an infant tenant in tail, as it is impossible for him to have had any intention to exonerate the estate, there will be no merger (*Alsop* v. *Bell*, 24 Beav. 457); and probably the same decision would be given in the case of a lunatic. Moreover, as Lord Eldon lays it down strongly in *Ware* v. *Polhill* (11 Ves. 278) that the court will not alter the rights of the personal representatives, the same rule would apparently be applied where the infant or lunatic is tenant in fee. If, however, the charge and the estate devolve, otherwise than by purchase, upon a lunatic owner in fee, there arises the case in which the question of merger or no merger is one of indifference to him, and, as the law will not prevent merger in favour of the personal representatives, it will, in accordance with the usual rule, take place (*Lord Compton* v. *Oxenden*, 2 Ves. jun. 261). But it may be doubted whether the same result would follow in the case of a lunatic or infant tenant in tail, inasmuch as he has not, in practice, that control of the fee which we have seen to be necessary to raise the presumption of merger. It was pointed out, too, in *Burrell* v. *Earl of Egremont* (7 Beav. 232), that where an owner is ignorant of his rights there can be no intention as to merger.

We now come to an important exception to the rule that when an owner pays off a charge he will be presumed to have meant to keep it alive if it was for his own interest to do so. It is clearly unjust that this should be the case with a mortgagor paying off a first charge. There is no reason why, even by declared intention, he should be allowed to keep this alive as against a subsequent charge which he has himself created. As was said by Lord Cranworth, L.C., in *Otter* v. *Lord Vaux* (6 De G. M. & G. 642): "The general principle that a mortgagor cannot set up against his own incumbrancer any other incumbrance created by himself, is a proposition that, I think, has never been controverted." The rule has, however, been carried farther than this, and in *Toulmin* v. *Steere* (3 Mer. 210), it was applied to a purchaser of the equity of redemption from the mortgagor. After referring to the cases of *Mocatta* v. *Murgatroyd* (1 P. Wms. 392) and *Greswold* v. *Marsham* (2 Ch. Ca. 170), Sir William Grant, M.R., said, in an often quoted passage: "These cases are direct authorities to shew that one purchasing an equity of redemption cannot set up a prior mortgage of his own, nor, consequently, a mortgage which he has got in, against subsequent incumbrances of which he had notice." But it is now generally admitted that the above cases afford no warrant for the rule as thus broadly laid down, and it has been frequently held that such a purchaser can, by proof of actual intention, keep alive a charge which would otherwise be merged, and slight proofs of such actual intention will be sufficient. This is evident from *Phillips* v. *Gutteridge* (4 De G. & J. 531) and *Adams* v. *Angell* (5 Ch. D. 634), in both of which attention was drawn to the faulty conveyancing which left the question open to doubt, yet, nevertheless, the intention was held clear on the general circumstances of the case. But although the courts have declined to follow *Toulmin* v. *Steere* to its full conclusion, and to deprive actual intention of the influence which it has in all other cases, yet they have not felt free to discard its authority altogether, and have allowed the presumption to be in favour of merger where no intention is expressed. This is, of course, an exception to the general rule that the court shall decide according to the advantage of the party, and it would not have been followed, even to this extent, had not the judgment so far been warranted by the actual facts of the case. But its present limits are clearly laid down by Jessel, M.R., in the following passage from his judgment in *Adams* v. *Angell* (*suprà*):—

"Assuming it (*Toulmin* v. *Steere*), however, to be binding upon us, it amounts to no more than this, that in the case of a purchase from the owner of an equity of redemption, in which the purchase-money is partly applied in paying off incumbrances, the purchaser with notice, whether actual or constructive, of other incumbrances, is not, in the absence of any contemporaneous expression of intention, entitled, as against the other incumbrancers of whose securities he has notice, to say afterwards that the incumbrances so paid off are not extinguished. It does not go beyond that, and there are several authorities which say that this doctrine is not to be carried further."

While, then, the doctrine, even in this form, is clearly an exception to the ordinary rule that, in the absence of intention, the interest of the party shall decide, yet it is conclusive that, where intention does exist, it will have its usual effect. Other instances of the disfavour with which it is viewed will be found in *Watts* v. *Symes* (1 De G. M. & G. 240) and *Stevens* v. *Mid-Hants Railway Co.* (21 W. R. 858, 8 Ch. 1069), and it is by no means certain that it would survive an appeal to the House of Lords.

Although, then, there may be difficulty in applying the rules as to merger in particular cases, inasmuch as intention is often difficult of proof, yet it seems that they may be very simply stated. We start with the two preliminary presumptions that, where an owner either has, or can acquire, the fee absolutely, there is a merger, but otherwise not. This, however, is only in the absence of intention, which in all cases is conclusive, so far as it can be proved; and even where it cannot be shewn actually to exist, the court will presume it from a consideration of what is most advantageous to the party. But to this fiction of presumed intention there is an exception where the purchaser of an equity of redemption has also a prior charge upon the property; for though it is manifestly for his advantage that this should be kept alive, yet it is only an actual intention which will be effectual for the purpose—an intention, indeed, which need not be declared, but may be evidenced by the general circumstances of the case. Lastly, the court will not allow merger to be prevented, even by declared intention, when the result would be to commit a fraud upon a purchaser.

SOME SUBSIDIARY POINTS IN THE LOCAL GOVERNMENT BILL.

THE week before last we endeavoured to present our readers with a short general view of the main provisions of the Local Government Bill. We now propose to call attention to a series of subsidiary points.

Central control.—It is proposed that this should be occasionally exercised in connection with a variety of matters by the Local Government Board, a Secretary of State, and the High Court. The Local Government Board is to have the fixing of the number of the elective councillors on the county councils, and their apportionment between each of the boroughs which have sufficient population to return one councillor, and the rest of the county (clause 2, sub-clause 3 *a*) Also the supervision of bye-laws made by the county councils for the prevention and suppression of nuisances (clause 17 as read with sections 182—188 of Public Health Act, 1875). Also the settlement of differences as to the county which contains the largest portion of the population of any divided urban sanitary district so as to occasion the inclusion of such district within such county (clause 51, sub-clause 3). Also the confirmation of county council "schemes" determining the position of overlapping rural sanitary districts (clause 53). Also the supervision of representations of county and district councils for the alteration of the boundaries of their counties and boroughs respectively (clause 57). Also the consideration of applications for new borough charters (clause 58). Also the consideration of orders of county councils for reconstitution of areas of county districts not being boroughs, and of parishes (clause 59). Also the sanction of alienation of county land or buildings (clause 63). Also the sanction of borrowing by county councils for emigration, licence-compensation, and other purposes (clause 66). Also the issue of certificates of proportions to be paid to counties out of the "probate duty grant" (see clause 21) and control in other less important matters.

In a Secretary of State is vested the power of ordering the county council to place the police force in a state of efficiency in the manner mentioned in his order, under pain of forfeiting to the Crown half the cost of the police during a year upon the Secretary of State with holding a certificate of efficiency (clause 24); and of settling the number of justices and of members of the county council to serve upon the standing joint committee of the quarter sessions and county council in case those bodies, who are from time to time to arrange the numbers, cannot agree (clause 29); a similar power being given as to the joint committees of the county councils of the three ridings

of Yorkshire and the three divisions of Lincolnshire (clause 39). The same personage will also have the supervision of bye-laws not relating to the prevention and suppression of nuisances (clause 17 as read with section 23 of the Municipal Corporations Act, 1882).

The High Court will have power to decide in a summary manner any question as to whether any business, power, duty, or liability is or is not transferred to any county or district council, but this provision is expressly made without prejudice to any other mode of trying the question (clause 28), and also, by a provision copied from section 141 of the Municipal Corporations Act, 1882, wholly or partly to disallow or confirm, upon removal by *certiorari*, all orders for payments by the county or district treasurer out of the county or district fund, which orders are to be "signed by three members of the council present at the meeting of the council, and countersigned by the clerk of the council" (clause 79).

Relation of boroughs to counties.—Boroughs will be divided into three classes. Those in class one, being the large towns of Liverpool, Birmingham, Manchester, Leeds, Sheffield, Bristol, Bradford, Nottingham, Hull, and Newcastle, will be counties of themselves for the purposes of the Act only, the town council having the powers of a county council, but not, unless already counties of themselves, for the purposes of the administration of justice (clause 30). In class two will be boroughs containing a population of 10,000 or upwards (clause 31). These boroughs are to form part of the county in which they are situate for the purposes of the Act, their parishes to be liable to be assessed to county contributions in like manner as the rest of the county, with the important proviso that the county council is not to take over any power of a town council as local authority under any Act (see, *e.g.*, the Public Health Act), and that all the powers, duties, and liabilities of the town councils under the Municipal Corporations Act, 1882, are to remain intact. In class three are boroughs containing a population of less than 10,000. In these boroughs the powers of the town councils as to coroners, analysts, reformatory and industrial schools, fish conservancy, and a few other matters, of which the most important is the power to maintain a separate police, will be transferred to the county council (clauses 34, 35).

Recorders.—Recorders are not expressly mentioned by name in the Bill, but clause 34, sub-clause 4, contains a provision which may very materially affect recorders for boroughs containing a population of less than 10,000. It is proposed to enact that "it shall be lawful for the Queen, on petition from the council of the borough, by Order in Council, to revoke the grant of a court of quarter sessions to the borough, and . . . to make such provision as to her Majesty seems proper for the protection of interests existing at the date of the revocation." We do not think that any provision giving compensation to a recorder for the abolition of office would be authorized by this clause without express authority to charge the public with the funds necessary for the purpose, and the recorders concerned will have to face the possibility of abolition without compensation as best they may. "After the date of the revocation" it is added, "All enactments and laws relating to courts of quarter sessions and justices and their jurisdiction shall apply, as if such court of quarter sessions did not exist"—the result of which enactment would be that all the jurisdiction vested in the recorder would be transferred to the quarter sessions for the county in which the borough was situate.

Borough licensing.—By the present law, renewals and transfers of licences are granted in all boroughs by the borough justices, with an appeal against a refusal to renew to the county justices, while new licences are granted in boroughs where there are ten acting justices by a borough licensing committee, and in boroughs where there are not ten acting justices by the whole borough bench, with an appeal against the grant of an "on" licence, in the first case to the whole borough bench, and in the second case to a joint committee of county and borough justices. Neither these provisions nor any other provisions of the Licensing Acts are expressly repealed by the Bill; clause 125, the only repealing clause, merely repealing "all provisions inconsistent with this Act"; and clause 84 providing (*inter alia*) that, "subject to the provisions of this Act, the Licensing Acts" [which expression, by clause 96, means "the Licensing Acts, 1872 to [*sic*] 1874, and any other enactments in force relating to licensing by justices for the sale of any intoxicating liquor"] "as if any reference therein to the licensing justices for a licensing district referred to a licensing committee of a licensing division under this Act." We fear that great confusion must result unless the provisions of the Licensing Acts intended to be superseded are expressly repealed and re-enacted so far as necessary, but perhaps it may be considered that to do this by the Bill would too greatly prolong the impending discussions in committee. However this may be, let us try to see what changes in borough licensing the Bill will make. Clauses 10, 30, and 84 are the main clauses dealing with the subject. The new system will follow that which is to be brought into force in the counties in the vital point that the licensing authority will be an elective instead of a nominated one, but it will not be quite so simple as the new county system, the boroughs being divided into three differently treated classes. There will first be the ten large boroughs of Liverpool, Birmingham, Manchester, Leeds, Sheffield, Bristol, Bradford, Nottingham, Hull, and Newcastle (clause 30). These will be counties of themselves. The council is to appoint either a licensing committee for the whole borough or licensing committees for different parts of the borough, every such committee to consist of a number of councillors, not exceeding in any case one-third of the whole number of councillors on the council, and also a number of aldermen, not exceeding one-third of the number of councillors on the committee. Any compensation money is to be paid out of the borough fund, without being charged to any particular part of the borough, and any increase of duties is to extend to the whole of the borough. As in the case of a county proper, the appeals against a refusal to renew will, we think, be to the whole county council in case the refusal be on the ground of excessive number of licensed houses (see clause 30, sub-clause 3); while if the refusal be on the ground of personal misconduct, the appeal will be from convicting justices to borough quarter sessions (see clause 30, sub clause 3 (*c*)). There will, secondly, be the boroughs containing a population of 50,000 inhabitants, or upwards. Each of these will be a separate "licensing division" of itself; the licensing authority not to be less than six in number in any case. There will, thirdly, be the boroughs containing a population of less than 50,000, which latter boroughs the county council will be able to deal with as it pleases in the formation of licensing areas or "divisions"—the direction of the Bill being that, "for the purpose of licensing, the county council shall from time to time divide their county into licensing divisions in such manner that each division shall comprise a group of electoral divisions, returning in the aggregate not less than six elective county councillors." The quorum of each licensing committee will be (clause 84) two, "subject to any directions given by the county council," instead of three as heretofore (see section 36 of the Licensing Act, 1872)—a very unwise change, in our opinion. The appeals will be to the county councils in case of a refusal to renew on grounds upon which the licensing committee is not required to refuse—that is, to put it shortly, on grounds of excessive number of licensed houses—and to the courts of quarter sessions upon grounds upon which the licensing committee is required to refuse—that is, to put it shortly, upon grounds of personal misconduct on the part of the licence holder. The Bill contains no special provisions as to grants of new licences, or confirmations of them, and draws no distinction between "on" and "off" licences.

Such is a short, and we hope a correct, outline of the involved clauses which deal with this intricate subject. Badly drawn we cannot say that these clauses are; the subject-matter with which they deal is involved, and the clauses are of necessity involved also. For ourselves, we think that licensing might very well be left to the justices of the peace both in boroughs and counties. But if the transfer of the licensing authority to an elective body be determined on, we would strongly press the desirability of effecting this object in boroughs by a simple transfer from the borough justices to the existing town councils in every case. Thus there will be found constituencies, electoral areas, and an elective machinery ready to hand, and licensing authorities of which every member has been long accustomed to discharge his duties under direct responsibility to his constituents. As a licensing committee, the aldermen, with the whole council as a confirming or revising body, might very well be trusted with the licensing business, and many of them would bring a much-needed experience, as being already borough justices.

At the Mansion-house Police-court on the 23rd inst., Mr. Edward William Parkes, a solicitor, practising at 3, Salters' Hall-court, was charged on a warrant before the Lord Mayor with having, on or about May 26 last, forged and uttered a certain entry in a pass-book of the Bank of England of Messrs. Edward Bridgland and William Withey with intent to defraud. Mr. French, in opening the case, said that the defendant had acted as solicitor to a Mr. George Tutill, who died in February, 1887, and afterwards to his executors, Mr. Bridgland and Mr. Withey, who were the prosecutors. Mr. Tutill, at his decease, was possessed of a considerable sum of money, including a sum of £10,000 in New Three per Cents. and £8,000 in other securities or in cash at the Bank of England. The pass-book of the executors' account at the bank was kept by the defendant, and he produced it from time to time as shewing a record how the account stood. There was an entry on May 26 of the withdrawal of £5,137 10s. from the account for the purchase of New Threes, which conveyed that that sum had been so expended. The pass-book also shewed an alleged balance to the credit of the account of £2,970. Recent inquiries had elicited that the pass-book had not been made up at the Bank of England for a year, that no such sum as £5,137 had been devoted to the purchase of stock, and that the actual balance was only £92. The deficiency alleged to have been appropriated by the defendant exceeded £10,000. After evidence had been given, Mr. French applied for a remand. Mr. Beard said Mr. Parkes, who was a well-known solicitor in the City, with a large number of clients, assured him that the matter, when investigated, would bear a very different complexion. He hoped the court would admit him to bail. The Lord Mayor said he was afraid it was a case in which he could not take bail, the charge being a very serious one and involving a large sum. He remanded the defendant until Friday.

NEW ORDERS, &c.

"THE DEEDS OF ARRANGEMENT ACT RULES, 1888."

RULE.

In Form No. 3, in the Appendix to the Deeds of Arrangement Act Rules, 1888 [*ante*, p. 124], the following paragraph shall be substituted for paragraph 5:—

"The names of my creditors, with their addresses, and the amount of debt due to or claimed by each of such creditors, are contained in and shewn by the Schedule (signed by me) to this my affidavit."

SCHEDULE.

Names of Creditors.	Addresses.	Amount of Debt due to or claimed by each creditor after Deduction of value of Securities held by the Creditor.

This rule shall come into operation on the first day of June, one thousand eight hundred and eighty-eight.

(Signed) HALSBURY, C.
COLERIDGE, C.J.
ESHER, M.R.
J. HANNEN, PRES. P. D. & A.
NATH. LINDLEY, L.J.
EDW. FRY, L.J.
C. E. POLLOCK, B.
H. MANISTY, J.

April 21, 1888

REVIEWS.

THE LICENSING ACTS.

THE LICENSING ACTS, 1828, 1869, AND 1872—1874; CONTAINING THE LAW OF THE SALE OF LIQUORS BY RETAIL AND THE MANAGEMENT OF LICENSED HOUSES. WITH NOTES TO THE ACTS, A SUMMARY OF THE LAW, AND AN APPENDIX OF FORMS. THIRD EDITION. INCLUDING THE STATUTES AND CASES TO AUGUST, 1887, AND THE LAW OF THE LICENSING OF THEATRES AND METROPOLITAN MUSIC HALLS. By J. M. LELY and W. D. I. FOULKES, Barristers-at-Law. H. Sweet & Sons; Stevens & Sons.

The new edition of this now well-known work appears very opportunely for the discussions now pending on the general subject of the licensing laws. We do not know of a more compact or useful treatise on the subject. The scheme of the book is to divide into groups and print in full the principal Acts of 1828, 1869, and 1872—4, interpolating between the sections the amending legislation; thus in a manner codifying the licensing law. The effect of the decisions is given in elaborate notes appended to the various sections. The only fault we have to find with the mode of arrangement adopted is that it is not always easy to find the interpolated sections, and we think that a table shewing more clearly the pages on which each section of each Act is to be found (each Act being headed by its name and not merely by its year and chapter, as at p. xvii.) would be a very useful addition to the work. Since the last edition appeared there has been no very important legislation, but a good many small amendments of the law. The mass of cases which has accumulated since 1874 is concisely and, so far as we have examined, accurately incorporated in the notes, and the present edition adds to the contents of the former editions a selection from the Inland Revenue Acts, and gives the statutes which regulate the licensing of theatres and places "kept for public entertainment in the cities of London and Westminster, or within twenty miles thereof." The Appendix of Forms has also been increased by some Inland Revenue Forms, amongst which is the "justice's consent for an occasional licence."

On the 19th inst. Lord Herschell named the following peers as the Select Committee on the Liability of Trustees Bill:—Earl Cowper, the Earl of Milltown, the Earl of Northbrook, Lord Thurlow, Viscount Midleton, the Earl of Crawford, the Earl of Erne, Lord Hobhouse, and Lord Herschell. He said that he had received a large number of communications containing suggestions for alterations and amendments in the Bill proposed. The communications had been so numerous that he had found it quite impossible to acknowledge them individually, and he wished to take that opportunity of thanking those who had made suggestions to him, and to assure them that they should receive full attention and consideration. Lord Herschell has been appointed chairman of the Select Committee.

CASES OF THE WEEK.

COURT OF APPEAL.

JONES *v.* ANDREWS—No. 2, 25th April.

R. S. C., 1883, LVIII., 15—TIME FOR APPEALING—"REFUSAL OF AN APPLICATION."

In this case the preliminary objection was taken that the appeal had been brought too late, and this depended upon whether the appeal was from the "refusal of an application"; if it was not, the appeal was in time. An order had been made for the production of documents by the defendants, but liberty had been given to them to seal up such, or such parts, of the documents as, according to an affidavit to be made by the plaintiff, did not relate to the matters in question in the action. In pursuance of this order, the defendants sealed up large portions of the books and other documents which they produced. The plaintiff took out a summons, asking that the defendants might be ordered to unseal all the books and documents, and all portions thereof, which they had sealed up under the liberty given to them by the former order, or such portions thereof as the court should direct on the hearing of this summons. Chitty, J., directed that the plaintiff should give a list of the documents which were alleged to have been improperly sealed up by the defendants. The plaintiff's solicitors made out a list of twelve classes of documents, which they said had been improperly sealed up. Chitty, J., held that the defendants must unseal three of the twelve classes, but refused the application as regarded the other nine. The order drawn up was as follows:—"The court, being of opinion that the plaintiff is not entitled to an order for a general unsealing of all documents, as asked for by the first part of the summons, and that he is only entitled, as regards the second part of the summons, to an order for the unsealing of the items Nos. 1, 5, and 10 in the schedule hereto" (the schedule comprised the list furnished by the plaintiff), "doth order that such items be unsealed, but doth not think fit to make any order on the rest of the summons. And this court being of opinion that the costs of the application ought to be borne as follows:—The costs incurred in respect of the said three items, and so much of the general costs as are properly attributable to such items, by the defendants, and the costs of the other items, and the rest of the general costs, by the plaintiff—it is ordered that such costs be set off, and the balance borne by the party against whom such balance shall be found, in any event." It was argued that, as regards the nine items, the order was a simple refusal of the application, and that, as regarded them, the order was clearly severable, and that the appeal, not having been brought within twenty-one days from the pronouncing of the order, was too late. The authorities relied on were *Swindell* v. *The Birmingham Syndicate* (3 Ch. D. 127); *Hooper* v. *Smith* (26 Ch. D. 614, 28 SOLICITORS' JOURNAL, 443); *Trail* v. *Jackson* (4 Ch. D. 7); and *Berdan* v. *The Birmingham Small Arms and Metal Co.* (7 Ch. D. 24).

THE COURT (COTTON and FRY, L.JJ.) held that the appeal was in time. COTTON, L.J., said that an order would not cease to be a refusal of an application by reason of its containing some special directions as to the costs of the application, or ordering the costs to be paid by the person whose application was refused. But the words "refusal of an application" would apply to the refusal of a part of an application only when that part was distinctly separated, or was clearly severable, from the rest. The principle of the cases cited applied only when the part of the application was severed in the application, or was clearly severable without hearing the appeal. In the present case the court could not decide whether the order was severable without first hearing the appeal. *Berdan* v. *Birmingham Small Arms and Metal Co.* was the case most like the present, but there the application was easily severable, and was severed when the order was made. Unless it was to be said that there was a "refusal" within the meaning of the rule in every case in which the court had declined to give all the relief asked for, the objection could not be allowed. FRY, L.J., said that the plaintiff's application had partly succeeded and had partly failed, and he was entitled to know, before he gave notice of appeal, the extent of his success by seeing the order as drawn up.—COUNSEL, *Rigby*, Q.C., *Romer*, Q.C., and *E. S. Ford*; *Sir H. Davey*, Q.C., *Whitehorne*, Q.C., and *S. Hall*, Q.C. SOLICITORS, *Grundy, Kershaw, & Co.*; *Rowcliffes, Rawle, & Co.*

Re MARSHALL—No. 2, 25th April.

PRACTICE—SERVICE OF WRIT OUT OF JURISDICTION—R. S. C., 1883, XI., 1 (r), 2.

This was an *ex parte* application for leave to issue and serve a writ in Scotland. The intended plaintiff and the intended defendant both resided and carried on business in Glasgow. They had formerly carried on business in partnership, but the partnership had been dissolved by bankruptcy, and the plaintiff had purchased from the trustee in the bankruptcy the goodwill of the business, and the right to use certain trade-marks of the firm. The defendant had applied to register a trade-mark, and the plaintiff had given notice of opposition on the ground that the defendant's proposed trade-mark was similar to the trade-marks of the old firm. The defendant had taken out a summons before North, J., to proceed with the registration of his mark. The plaintiff alleged that the defendant was, by his agents, selling his goods in England made up in such a way as to lead purchasers into the belief that they were the plaintiff's goods, and he desired to bring an action in the Chancery Division against the defendant for an injunction and damages. The plaintiff said that the same witnesses, many of whom resided in England, would be called to give evidence both on the summons and in the action, and that it would be more convenient, and would save expense, if the action and the summons were heard together in England, rather than that the action should be brought

in Scotland. Rule 1 of order 11 enables the court to allow service of a writ out of the jurisdiction whenever (*inter alia*) (*f*) "Any injunction is sought as to anything to be done within the jurisdiction, . . . whether damages are or are not also sought in respect thereof." And by rule 2, "When leave is asked from the court or a judge to serve a writ, under the last preceding rule, in Scotland or in Ireland, if it shall appear to the court or judge that there may be a concurrent remedy in Scotland or Ireland (as the case may be), the court or judge shall have regard to the comparative cost and convenience of proceeding in England, or in the place of residence of the defendant, or person sought to be served." The application was made in the first instance to North, J., who refused it.

THE COURT (COTTON and FRY, L.JJ.), affirmed the decision. COTTON, L.J., said that the injunction could not be rendered effectual by the English court as against the defendant himself, who would primarily be the doer of the wrongful act, though of course his servants and agents in England could be made amenable to the process of the court. The defendant could clearly be made amenable in an action in Scotland, and there was no sufficient ground shewn for withdrawing the case from the Scotch court. FRY, L.J., concurred.—COUNSEL, *Chadwyck Healey*. SOLICITOR, *Salaman*.

GOURAUD *v.* THE EDISON GOWER BELL TELEPHONE CO. OF EUROPE—No. 2, 19th April.

DISCOVERY—PRIVILEGED DOCUMENTS—COMMUNICATIONS BETWEEN COMPANY AND PROFESSIONAL ADVISERS—ACTION BY SHAREHOLDER AGAINST COMPANY.

This was an appeal from a decision of Chitty, J. (*ante*, p. 370). The action was brought by a shareholder in the defendant company (on behalf of himself and all other the shareholders) against the company, claiming to set aside an agreement entered into between the defendants and another company, on the ground that the agreement was a fraud on the rights of the shareholders. The plaintiff sought to obtain discovery of communications relating to the subject-matter of the action which had passed between the defendant company and its professional advisers. The company resisted the discovery, on the ground that the communications were privileged from production, and that no fiduciary relation existed between a company and one of its shareholders when there was a litigation between them. They relied on *Mayor of Bristol* v. *Cox* (33 W. R. 255, 26 Ch. D. 678). Chitty, J., held that the plaintiff was entitled to the discovery. He was of opinion that the rule applied, that professional communications were not privileged from production in partnership actions and in actions between *cestuis que trustent* and their trustees, when those communications had been obtained for the purpose of, and at the cost of, the partnership or trust estate. In such cases the documents had been paid for by means of moneys in part belonging to the person who claimed the production, and this principle applied as between a shareholder and a company. His lordship thought that in *Mayor of Bristol* v. *Cox* Pearson, J., had intimated an opinion in favour of the same view.

THE COURT (COTTON, FRY, and LOPES, L.JJ.) affirmed the decision.—COUNSEL, *Buckley*, Q.C., and *Wace*; *Farwell*. SOLICITORS, *Linklater, Hackwood, & Co.*; *Mackrell, Maton, & Godlee*.

HIGH COURT.—CHANCERY DIVISION.

ATTORNEY-GENERAL AND COMMISSIONERS OF WORKS *v.* LEONARD AND OTHERS—Chitty, J., 20th April.

EXECUTION—PREROGATIVE OF CROWN—DISTRESS—WRIT OF EXTENT—33 HEN. 8, c. 39.

In this case a motion was made by the Crown to restrain the defendants from removing chattels which might be in the Albert Palace, Battersea, and from further proceeding with a distress. It appeared that the Commissioners of Works had leased the palace to the Albert Palace Association, and that the association had demised part of the premises to the defendants to secure a rent-charge. The defendants having put in a distraint for £200 arrears, the Crown put in a subsequent distress for £1,000 arrears of rent. The Crown relied upon its prerogative, but it was contended by the defendants that the prerogative of the Crown did not apply to distresses, but only to extents under the statute of 33 Hen. 8, and that the cases of *Giles* v. *Grover* (1 Cl. & Fin. 72), *R.* v *Wells and Allnutt* (16 East, 278), and *Re Henley* (26 W. R. 885, 9 Ch. D. 469) were not authorities in favour of the Crown, seeing that they were decisions in respect of extents for debts of record.

CHITTY, J., said that, apart from the question as to whether the Crown was not entitled to priority, in right of being the actual lessors of the premises, he held that the Crown in the present case was entitled to succeed by virtue of its prerogative, and that its right in this respect was not abridged by the statute of Henry VIII. There were many authorities in support of this view, but it would be sufficient for him to cite one, *R.* v. *Wells and Allnutt*, where Macdonald, C.B., said that it was an incontrovertible rule of law that when the king's and the subject's title concur, the king's shall be preferred, and gave by way of instance the co-existence of two executions, one by the subject and the other by the Crown, adding, however, that an execution executed by the subject altered the property, because, in that case, the titles did not concur. The case put there by the Chief Baron by way of illustration was that of an execution, but the same reasoning would apply to the case of a distress. Chitty's Prerogatives of the Crown, 291—2, seemed to state a similar view. As soon as the title of the Crown came into competition with that of the subject, the former prevailed by virtue of its prerogative, and the Crown's right in this respect endured until the title to the property was changed, by passing into the hands of third parties, or, to use the expressive words of the Chief Baron in *R.* v. *Wells and Allnutt*, until the execution was executed. The Crown was entitled to an order as asked. The defendants would have liberty to apply as to any surplus.—COUNSEL, *Vaughan Hawkins*; *G. H. Lee*. SOLICITORS, *Hare & Co.*; *Boyes & Son*.

THE BRIDGETOWN WATERWORKS CO. *v.* THE BARBADOES WATER SUPPLY CO. (LIM.)—North, J., 20th April.

R. S. C., 1883, XXIV., 2, 3—PLEADING MATTERS ARISING DURING ACTION—CONFESSION OF DEFENCE BY PLAINTIFF—JUDGMENT FOR COSTS.

The plaintiffs were a company incorporated in Barbadoes by a local statute; the defendants were incorporated in England by registration under the Companies Acts on the 6th of December, 1886. The plaintiffs claimed an injunction to restrain the defendants from carrying on their works in Barbadoes so as to interfere with the plaintiffs' supply of water. The defendants, by their statement of defence, delivered in August, 1887, alleged that they were proceeding under powers given to them by the Barbadoes Water Supply Act, 1886. On the 9th of December, 1887, the defendants, by leave of the court, delivered a further defence, by which they set up as a further defence (which had arisen after their original statement of defence was delivered) that by another local statute of Barbadoe, which had received the royal assent in November, 1887, it was provided that the Barbadoes Water Supply Act, 1886, should apply to the defendants as if they had been duly incorporated before the passing of the Act of 1886. The plaintiffs then delivered a confession of the further defence, and signed judgment for costs up to the time of pleading the further defence. Rule 4 of order 24 provides that "Where any ground of defence arises after the defendant has delivered a statement of defence, . . . the defendant may, . . . within eight days after such ground of defence has arisen, or at any subsequent time, by leave of the court or a judge, deliver a further defence setting forth the same." And, by rule 3, "Whenever any defendant, in his statement of defence, or in any further statement of defence as in the last rule mentioned, alleges any ground of defence which has arisen after the commencement of the action, the plaintiff may deliver a confession of such defence, and may thereupon sign judgment for his costs up to the time of the pleading of such defence, unless the court or a judge shall, either before or after the delivery of such confession, otherwise order." The defendants moved to set aside the judgment for costs

NORTH, J., held that it might be set aside on the terms (to which the defendants' counsel were willing to assent, because they considered that the defendants had raised a sufficient defence to the action by their original defence), of the defendants withdrawing their further statement of defence.—COUNSEL, *Cozens-Hardy*, Q.C., and *G. Henderson*; *Christopher James*. SOLICITORS, *Foss & Ledsam*; *Druces & Attles*.

HAZILL *v.* WILKINSON—North, J., 25th April.

STATUTE OF LIMITATIONS—MORTGAGE OF CONTINGENT REVERSIONARY INTEREST—DATE FROM WHICH STATUTE RUNS—37 & 38 VICT. c. 57, ss. 1, 2.

The question in this case was, from what time the Statute of Limitations commenced to run as against a mortgagee of a contingent reversionary interest. The action was brought for the partition of real estate which had been devised by the will of a testator who died in 1845. The testator devised the property, subject to some life estates, to such of his grandchildren (the children of his own children, whom he mentioned by name) as should be living at the death of the survivor of certain specified persons, as tenants in common. The last survivor of those specified persons died in August, 1886. John and Joseph Wilkinson, two of the grandchildren, were living at the death of the survivor. In 1870 Joseph Wilkinson borrowed a sum of £150 from his brother John, for which he signed a receipt dated the 22nd of September, 1870. The receipt contained these words:—"I hereby give him, as security, the whole of my interest I am entitled to out of the property left by my grandfather." Joseph Wilkinson had become a bankrupt in 1871. James Wilkinson claimed, under the receipt, to be a mortgagee of the interest of his brother Joseph, notwithstanding the lapse of time. No acknowledgment of the debt and no payment of interest in respect of it had been made since the charge was given. At the trial of the action an order was made for the sale of the property (instead of a partition), and an inquiry was directed as to the persons entitled and the nature of their interests, and whether there were any incumbrances affecting their shares. Under this judgment John Wilkinson claimed to be an equitable mortgagee, by virtue of the above document, of the share of his brother Joseph, and to be paid his debt out of Joseph's share of the proceeds of sale of the property. The official receiver, as trustee in the bankruptcy of Joseph, contended that the claim was barred by the Statute of Limitations. Section 1 of the Real Property Limitation Act, 1874, provides that "No person shall bring an action to recover any land or rent but within twelve years next after the time at which the right to bring the action shall have first accrued to some person through whom he claims, or to himself." By section 2, "A right to bring an action to recover any land or rent shall be deemed to have first accrued in respect of an estate in reversion or remainder, or other future estate or interest, at the time at which the same shall have become an estate or interest in possession, by the determination of any estate or estates in respect of which such land shall have been held, or the profits thereof or such rent shall have been received, notwithstanding the person claiming such land or rent, or some person through whom he claims, shall, at any time previously to the creation of the estate or estates which shall have determined, have been in the possession or receipt of the profits of such land, or in receipt of such rent."

North, J., held that the time did not begin to run until the mortgagor's interest fell into possession in August, 1886, and that the mortgagee was therefore entitled to maintain a foreclosure action, which was an action for the recovery of land; and that, consequently, his claim must be admitted.—Counsel, *A. Birrell; Ingle Joyce.* Solicitors, *Radford & Frankland; Solicitor to the Board of Trade.*

Re LONDON AND PROVINCIAL PROVIDENT ASSOCIATION (LIM.)—Stirling, J., 25th April.

Company—Winding up—Application for Shares—Condition.

This was an application by the liquidator in the above company to retain A. J. Mogridge on the list of contributories. On the 14th of April, 1887, Mogridge saw in a newspaper an advertisement of the company for a district manager. He thereupon wrote to the secretary applying for the post, who, in reply, enclosed a synopsis of terms upon which the appointment would be made, and informed him that if he desired to become a candidate it would be necessary for him to make a formal application, addressed to the secretary. One of the stipulations contained in the synopsis was that the candidate would be required to hold seven shares of £5 each, fully-paid. On the 21st of April, 1884, the secretary wrote informing Mogridge that he had been selected for the position of manager of the association, and inclosing a share application, which he requested him to return duly signed, and the amount of qualification named therein. On the 27th of April Mogridge wrote to the secretary inclosing an application for seven shares and a cheque for £35. In consequence of a statement which appeared in the *Daily Telegraph* Mogridge stopped the payment of his cheque. On the 30th of April the secretary forwarded to Mogridge the official appointment, which contained onerous terms which were not in the synopsis. On the 3rd of May Mogridge wrote to the secretary inclosing the official appointment unsigned, repudiating all connection with the company. The question was whether, under these circumstances, the application for the shares was a conditional one or not.

Stirling, J., said that the application was, no doubt, in its terms unconditional. The official appointment differed from the synopsis, and Mogridge never became the agent of the company. In his lordship's opinion, however, it was clearly made out that the application was conditional and made only for the purpose of obtaining the situation. There was no minute of the directors relating to the transactions, and he must therefore assume that all the transactions took place under the sanction of the company. Mogridge had a right to refuse the offer, and he did so. The application of the liquidator must therefore be refused. The liquidator was right, however, in bringing the matter before the court, and would be allowed his costs out of the estate.—Counsel, *H. Lynn; Medd.* Solicitors, *W. Whitfield; Morice, Toller, & Blakesley*, for *Toller & Roberts*, Barnstaple.

HIGH COURT.—QUEEN'S BENCH DIVISION.

PREVIDI *v.* GATTI & CO.—24th April.

Employers' Liability Act, 1880—Form of Notice of Action—Proof of Service of Notice.

This was a motion by way of appeal from a judgment of the judge of the Clerkenwell County Court. The action was brought under the Employers' Liability Act, 1880, to recover compensation for injuries sustained by the plaintiff, who was in the employment of the defendants, by reason of a defect in the condition of the plant connected with or used in the business of the defendants. On the 9th of August, 1887, the plaintiff was descending an ice well of the defendants, standing on an iron "dog," which was used for bringing up the ice, and was lowered and raised by means of a winch. While so descending he fell off the "dog" and fell to the bottom of the well and was seriously hurt. The alleged defect was a projection on the side of the well, which, as the plaintiff said, came in contact with the "dog," and caused it to open so that the plaintiff lost his foothold. The county court judge, who tried the case without a jury, gave judgment for the plaintiff for £200. It was now argued that this judgment should be set aside, and judgment entered for the defendants, on the grounds (*inter alia*) that no proper notice under sections 4 and 7 of the Employers' Liability Act had been given to the defendants, and that there was no proof of service of such notice within six weeks. Section 4 provides that an action under the Act shall not be maintainable "unless notice that injury has been sustained is given within six weeks." Section 7 says that "notice in respect of an injury under this Act shall give the name and address of the person injured, and shall state in ordinary language the cause of the injury, and the date at which it was sustained." The notice may be served "by post by a registered letter addressed to the person on whom it is to be served at his last known place of residence or place of business; and, if served by post, shall be deemed to have been served at the time when a letter containing the same would be delivered in the ordinary course of post." The notice in the present case was in the form of a letter from the plaintiff's solicitor addressed to the defendants, and dated the 19th of September, 1887, and was as follows:—"I have been consulted by Mr. Previdi with reference to serious injury sustained by him at your place on the 8th of August last. As his injuries are sure to be permanent, I am instructed to apply for substantial compensation, and shall be pleased to hear what you intend to do in the matter before proceeding further." The objections taken to this notice were—first, that it did not give the address of the person injured; secondly, it did not state the cause of the injury; thirdly, it gave the date of the accident wrongly, the 8th of August instead of the 9th. As to service, it was proved that this letter was posted on the morning of the 19th of September, though it was not registered, and that a reply came from the defendant's solicitors dated the 23rd of September. It was objected that, the notice not having been served by posting a registered letter under section 7, the plaintiff had not given proof of service within six weeks, which would expire on the 20th of September. The county court judge found that the defendants had not been prejudiced by any defect or inaccuracy in the notice, and that there had been no intention to mislead; and therefore he considered the notice a good notice under the last clause of section 7, which provides that a notice "shall not be deemed invalid by reason of any defect or inaccuracy therein, unless the judge who tries the action arising from the injury mentioned in the notice shall be of opinion that the defendant in the action is prejudiced in his defence by such defect or inaccuracy, and that the defect or inaccuracy was for the purpose of misleading."

The Court (Cave and A. L. Smith, JJ.) held that the notice was a sufficiently good notice, considering the finding of the county court judge that the defendants had not been prejudiced, and that there had been no intention to mislead. And as to proof of service, there was evidence that might have gone to a jury, and, therefore, evidence on which the judge was entitled to find, that the notice reached the defendants in due time. They, therefore, dismissed the appeal.—Counsel, *Bucknill*, Q.C., and *Percy Gye; Wildey-Wright.* Solicitors, *Fladgate & Fladgate; Titley.*

BANKRUPTCY CASES.

Ex parte MESTON, *Re* KELDAY—C. A. No. 1, 20th April.

Bankruptcy Notice—Final Judgment—Stay of Execution—Judgment for Payment of Mortgage Debt—Foreclosure Judgment—Order for Sale of Mortgaged Property—Bankruptcy Act, 1883, s. 4, sub-section 1 (*g*).

The question in this case was whether a mortgagee, who, in a foreclosure action in the Chancery Division, had obtained the ordinary personal judgment against the mortgagors for payment of the mortgage debt and interest within a month after the certificate of the chief clerk, together with the ordinary foreclosure judgment, and who had afterwards obtained an order for sale of the mortgaged property, and payment of the proceeds of sale into court in the action, was entitled to serve a bankruptcy notice on the mortgagors in respect of the amount found by the chief clerk's certificate to be due from them. The certificate was made on the 14th of December, and it found that £5,491 was due from the mortgagors to the mortgagee, and, by the terms of the judgment, that amount became payable on or before the 14th of January. No part of the amount was paid within the time appointed. On the 19th of January the mortgagee, in pursuance of liberty reserved to him by the foreclosure judgment, obtained an order for the sale of the mortgaged property, and payment of the proceeds of sale into court in the action. On the 21st of January he served the defendants with a bankruptcy notice for the £5,491, and they failed to comply with it. They applied to the registrar to set aside the notice. In order that a bankruptcy notice should be served in respect of a judgment debt, it is necessary, under sub-section 1 (*g*) of section 4 of the Bankruptcy Act, 1883, that execution upon the judgment should not have been stayed. The application was heard by Mr. Registrar Hazlitt on the 23rd of March. It was argued that the order for sale of the property operated in effect as a stay of execution upon the judgment for payment of the debt; that, having obtained that order, the mortgagee was in equity not entitled to sue the mortgagors for the debt; and that the order for sale prevented the mortgagors from paying the debt by dealing with the property. The registrar thought that an opportunity ought to be given to carry out the sale, and he adjourned the further hearing of the application to set aside the notice until the 4th of May.

The Court of Appeal (Lord Esher, M.R., and Lindley and Bowen, L.JJ.) discharged the registrar's order and dismissed the application to set aside the bankruptcy notice. Lord Esher, M.R., said that the mortgagee did that which he had a perfect right to do. He obtained a judgment on the mortgagors' covenant to pay the debt, and at the same time a judgment for foreclosure of the mortgaged property, and he obtained an order for the sale of the property. It was argued that the order for sale was either a stay of execution, or equivalent to a stay of execution, on the judgment for the debt. There was no express provision in the Bankruptcy Act that an order for sale of mortgaged property should be a stay of execution upon a judgment for the mortgage debt. Was there any equitable ground upon which the court ought to interfere to stop the ordinary course of the procedure upon a bankruptcy notice? His lordship did not desire to limit the power of the court under the words in sub-section 1 (*g*) of section 4, "execution thereon not having been stayed." Even if there had been no formal stay of execution, but the court should think that there were circumstances, either amounting in equity to a stay of execution or under which there ought to be a stay of execution, the court would have power to prevent the mortgagee from proceeding with a bankruptcy notice. In the present case the mortgaged property had not been sold; the mortgagee had still got it, and under such circumstances before the Judicature Act a court of equity would not have interfered with the right of the mortgagee to obtain and enforce a judgment at law for his debt. There was no reason in justice why a mortgagee should not go on to enforce his judgment for his debt after an order had been made for the sale of the mortgaged property. On the contrary, if a man had two rights, it seemed inconsistent with justice that his attempt to enforce one of his rights should prevent him from enforcing the other. Moreover, the adjournment would affect the rights of the creditors by postponing the

date at which an act of bankruptcy would be committed. The registrar had not, therefore, any discretion in the matter. It had been urged that, if the mortgaged property were sold and the debt paid by means of it, some other creditor would be able to take advantage of the act of bankruptcy committed by non-compliance with the bankruptcy notice. There was nothing in that contrary to the principles of bankruptcy law. The debtor, when he received the notice, was bound to pay the debt at once, but an indulgence of seven days was given to him. If he did not pay, the act of bankruptcy which he thus committed ought to enure for the benefit of all his creditors. LINDLEY, L.J., said it was familiar law that a mortgagee might have recourse to all his remedies at once, with this exception, that he could not have the estate and the money too. If he was unable to restore the estate, he could not prove for the debt. In order to prevent any injustice it became usual to insert a power of sale in mortgages. In the present case the mortgagee was able to restore the estate, and would be only too glad to do so if he was paid in full. BOWEN, L.J., concurred.

THE COURT ordered that, in case a bankruptcy petition should be presented by the mortgagee, his costs of the appeal should form part of his costs as petitioning creditor.—COUNSEL, *Yate-Lee; Herbert Reed.* SOLICITORS, *Joseph Barrett; Wilkins, Blyth, & Dutton.*

THE MIDDLESEX REGISTRY CASE.

WE have been favoured with the following shorthand notes of the judgments delivered in this case (reported *ante*, p. 403):—

Lord COLERIDGE, C.J.—This is a return made by Lord Truro to a *mandamus* for the purpose of raising questions of importance in relation to his office of Registrar of Middlesex. Two points raised by Lord Truro's return, we understand, have, by concession of counsel on both sides, been very fully argued, or so much argued as to make it unnecessary for them to be re-argued now, and having been decided by a court of co-ordinate jurisdiction, a divisional court of this division, consisting of two learned brothers, it would not be proper that we should have that argument repeated before us, and we adhere without argument to the judgment of my learned brothers. Of course, if Mr. Channell goes to the Court of Appeal, he will be good enough to say that on those points we have expressed no individual opinion at all, but have simply adhered to the judgment which we understand our learned brothers to have pronounced in the case. The point is a point of some little nicety; I do not mean to say that it is not a point of some degree of difficulty, but it is one upon which, upon consideration, I have come to a clear opinion, and upon which, having come to the clear opinion, it is my duty to express it. The memorial in question is a memorial of an enfranchisement of a portion of the manor of Sion, copyhold land, by the Duke of Northumberland and his son to certain persons, Mr. Munton being one of them, and the question is whether that memorial of enfranchisement ought or not to be registered. Now, it is plain, of course, that at common law there is no such duty upon anybody who executes a deeds of this kind, but there is an Act of the 7 Anne c. 20, which enacts in these terms—it is enough to say that the memorial of any deed or conveyance ("any deed" is the important word) "whereby any honours, manors, lands, tenements, or hereditaments in the said county may be in any way affected in law or equity may be registered in such manner as is hereinafter directed." The question is whether the deed in question here is such a deed? Now, *primâ facie*, upon the words of that enacting clause I think that no one could question, and I do not know that Mr. Channell has questioned that, but for a section which I will consider in a moment, there would be no doubt that this is a deed affecting a manor in law or equity in the county of Middlesex, and, therefore, by the terms of the enacting clause it is clearly a deed which ought to be registered. But, then, Mr. Channell says, and says with truth, that there is a 17th section in this Act, and that by the 17th section it is enacted that this Act shall not extend to any copyhold estates. I need not read further from that section, because those are the important words, and the argument is that, inasmuch as the estate, which is enfranchised, was, before it was enfranchised, a copyhold estate, therefore the deed enfranchising it and making it, not a copyhold estate, but a freehold estate, is within the proviso of the 17th section, and that in truth after, immediately upon, the execution of which *eo instanti* the copyhold character of the estate is turned into freehold, and does not require registration. Now, Mr. Reid very truly says that the argument is contained in the statement; and it appears to me that the decision must also be contained in the statement. This estate, in respect of which registration is demanded, is at the time registration is demanded no longer a copyhold estate, but a freehold estate, and what has so made it is a deed affecting a manor in the county of Middlesex, and upon that short and simple ground it appears to me to be a deed requiring registration.

MATHEW, J.—I am entirely of the same opinion. This is not a conveyance of a copyhold estate. That, it seems to me, is perfectly clear; and, therefore, it is not a deed within section 17. Now, is there any other provision of the Act which applies to the conveyance. Section 1, which seems to me to be perfectly clear, in language of the widest and clearest possible character, deals with any deed or conveyance which affects in any way in law or equity any land. That is a correct description of the deed in question. It is a deed affecting in law and equity this land, and, therefore, is a deed which ought to be registered.

LAW STUDENTS' JOURNAL.

THE APRIL FINAL.

In our last issue we gave some description of the papers set in conveyancing and equity, and the remaining papers call for but few remarks.

COMMON LAW AND BANKRUPTCY.—Eleven questions were devoted to the former and four to the latter subject. The bankruptcy questions were very easy, and included the oft-repeated question, "Define a secured creditor." Of the eleven common law questions, three were on practice and evidence, four on torts, and a similar number on contracts, those set from the law of contract being easier than those on torts. It will be seen that the examiner has not omitted the law of torts, as at the January Examination. The paper dealing with probate, divorce, and admiralty matters, consisting of nine questions, was certainly easy, and, till the last paper, dealing with criminal law and practice, was reached, every fairly-read student must have felt fairly satisfied. The last paper, however, dealt almost entirely with criminal procedure, and created some disgust. It must be a mistake to give such a preponderance to adjective over substantive law in an examination, and any student articled in an office where criminal law was eschewed, who had merely read the first 300 pages of Harris's Principles of Criminal Law and omitted the last 200 pages, would probably score zero under this head. On the whole, however, the percentage of successful candidates ought to be large this time.

THE INTERMEDIATE

The examination, taken as a whole, was an easy one, especially so as regards heads II. and III. The questions in head II. were very fairly spread over the prescribed part of volume II. of the Commentaries; the second question was fairly hard, and the seventh on the law of bankruptcy as hard as any of the four bankruptcy questions at the final. The paper given on head III. was no doubt the easiest of the three. We believe that many of the candidates found head I. hard, and no doubt, taken as a whole, it was. Many of the questions were stock questions, such as "State the rule in *Shelley's case*," "What do you understand by a resulting use?" "State the four requisites of a jointure effectual to bar dower," and so on, but still they were hard stock questions. No doubt questions 2, 7, 9, and 10 would be too much for those who had relied on mere question and answer books and other so-called guides to Stephen's Commentaries.

CALLS TO THE BAR.

The undermentioned gentlemen were on Wednesday called to the bar:—

LINCOLN'S-INN.—Charles Robert Leslie Fletcher, M.A., Oxford; Henry St. John Dawson, B.A., Durham; Reginald Montague Nicholson, University of London; Edward Portsmouth Fry, M.A., Oxford; John Guthie Tait, B.A., Camb.; Stuart Lesley Bathurst, B.A., Oxford; Ardeshir Rustomji Pestonji Kapadia, University of Bombay; Harry Augustus Sharp, B.A. Camb; Frank Thomas Wrigley; John Kemp, M.A., Edinburgh; Alexander Keith Carlyon; and William Howland Jackson.

INNER TEMPLE.—George John Robert Murray, B.A., LL.B., Camb. (holder of a studentship awarded Trinity Term, 1886); Richard James Woodfin, London Univ.; John Ross, B.A., Camb; David Renton, Edinburgh; William Gerald Elliot, B.A, Camb.; William Robert Huckvale Temple, Camb.; Charles James Kemp; Oliphant Shaw, B.A., Oxford; Henry Lannoy Cancellor, M.A., Oxford; Charles Simkin Turner; Arthur Yates Baxter, B.A., Camb.; Rowland Edward Whitehead, B.A., Oxford; Reginald Malet de Carteret, B.A., Oxford; Arthur Frederick Burton, B.A., Camb.; Pulicat Narayanaswami Chetti, B.A., Camb.; Walter Summers, B.A., LL.B., Camb.; Thomas Maude, B.A., Oxford; Ernest Holman Clark, B.A., Oxford; Francis Barchard, B.A., Oxford; Henry Campbell Alchorne Bingley, B.A., Camb.; Robert Lawrence Thornton, B.A., Camb.; Joseph Egerton Shyngle, Oxford; Daniel William Lee; William Shakespeare, B.A., LL.M., Camb.; George Taylor Warry, Oxford; Thomas William Barton; and Thomas Walker, Camb.

MIDDLE TEMPLE.—Harry Tahl; Giles Andrew Daubeny, J.P.; John George Bagram, B.A., St. Edmund Hall, Oxford; Alphonse Pierre Nicholas Du Toit, Edinburgh University; Henry Thomas Lethbridge Marshall, of the University of London; Lionel Gordon Cresswell, London University; Lakshman Gangadhar Bhadbade, B.A., Oxford University; Cecil Ingram Carver, London University; Wei Pin; Edgar Vaux Huggett, B.A., Lincoln College, Oxford; Ernest Augustus Robinson; Thomas Minstrell; Benjamin Bennett; and William Robert Smith, M.D., Aberdeen University, D.Sc., Edinburgh University.

GRAY'S-INN.—Charles Palmer, B.A., London; James William Ross-Brown (Lee Prizeman, Gray's-inn, 1886, and Common Law Fourth Lecture Prizeman, December, 1887); George Leslie Bannerman; and Samuel Joseph Goldston.

UNITED LAW SOCIETY.—On Monday last, the 23rd inst., this society held a joint debate with the Law Students' Debating Society in the Inner Temple lecture-hall, Mr. A. K. Common (U.L.S.) in the chair. Mr. J. D. Crawford (L.S.D.S.) moved "That the Local Government Bill introduced by the President of the Local Government Board is worthy of the support of the country." The following spoke: For the motion, Messrs. Watson (U.L.S.), Prest-White (L.S.D.S.), Giddins (U.L.S.), Van-Somers (L.S.D.S.), Stewart Smith (L.S.D.S.), Drake, and Short (U.L.S.); against, Messrs. Lazarus, Vidler, Marcus, and Lee Nash (U.L.S.) The motion was carried by eight votes. On Monday next Mr. F. Minchin Voules will move: "That a tax should be levied on all foreign immigrants to this country."

LEGAL NEWS.

OBITUARY.

Mr. Frederick Rowland Roberts, solicitor (of the firm of Roberts, Son, & Evans), of Aberystwith, died on the 13th inst., at the age of seventy. Mr. Roberts was the son of the Rev. Richard Roberts. He served his articles with Messrs. James & Hughes, of Aberystwith. He was admitted a solicitor in 1839, and he soon afterwards went into partnership with Mr. Horatio Hughes. He was associated at a later date with Mr. James Hughes, and still more recently with Mr. Frederick Richard Roberts, who was admitted a solicitor in 1883, and with Mr. Edward Evans. In 1844 he was appointed clerk of the peace for Cardiganshire, and he was also clerk to the lieutenancy, clerk to the County Roads Board, and clerk to the Commissioners of Taxes. He was a perpetual commissioner for Cardiganshire, and solicitor and agent for the Earl of Lisburne and other influential Welsh landowners. Mr. Roberts was for many years a member of the Aberystwith Town Council, and he was elected mayor of the borough in 1856. He was married in 1842 to the daughter of Mr. John Roberts. He was buried on the 20th inst.

Mr. Edwin Lloyd, solicitor, of Leominster, died on the 15th inst., at the age of seventy-two. Mr. Lloyd was admitted a solicitor in 1837, and at the time of his death he was in partnership with Mr. Edward Preece Lloyd, who was admitted a solicitor in 1879. He was a perpetual commissioner for Herefordshire, and he had an extensive private practise. He had been for many years clerk to the Commissioners of Taxes for the Hundred of Woolpley and the borough of Leominster, and he was also treasurer of the borough.

Mr. James Bucknell Broadmead, barrister, died at 27, Warwick-square, on the 17th inst., through the accidental firing of a gun which he was cleaning. Mr. Broadmead was the eldest son of Mr. Thomas Palfrey Broadmead, barrister, of Enmore Park, Somersetshire, and was born in 1849. He was educated at Trinity College, Cambridge. He was called to the bar at the Inner Temple in Hilary Term, 1874, and he practised on the Western Circuit and at the Somersetshire, Bristol, and Bath Sessions. Mr. Broadmead was married in 1878 to the second daughter of Mr. Henry James Hoare, of Morden Lodge, Surrey. He was buried at Milverton, near Taunton, on the 21st inst.

APPOINTMENTS.

Mr. Thomas Risley Hearn, solicitor (of the firm of Hearn & Hearn), of Buckingham, has been appointed Clerk to the Buckingham Board of Guardians, Assessment Committee, School Attendance Committee, and Rural Sanitary Authority, in succession to the late Mr. George Frederick Wellington Langdon. Mr. Hearn was admitted a solicitor in 1881. He is registrar of the Buckingham County Court, jointly with Mr. Henry Hearn, who is town clerk and clerk of the peace for Buckingham.

Mr. Alfred Henry Clapham, solicitor (of the firm of Clapham & Fitch), of 181, Bishopsgate-street Without, has been appointed by the High Sheriff of Essex (Mr. Edward North Buxton) to be Under-Sheriff of that county for the ensuing year. Mr. Clapham was admitted a solicitor in 1855. He is vestry clerk of the parish of St. Botolph, Bishopsgate.

Mr. Robert Bannatyne Finlay, Q.C., M.P., has received the honorary degree of LL.D. from the University of St. Andrews.

Mr. John Bridge, stipendiary magistrate at Bow-street Police-court, has been elected a Bencher of the Inner Temple.

Lord Justice Bowen has received the honorary degree of LL.D. from the University of Edinburgh.

Mr. Gilbert John Dashper, solicitor (of the firm of Tweed, Stephen, & Dashper), of Lincoln and Skegness, has been elected Clerk of the Peace for the City of Lincoln, in succession to the late Mr. Thurstan George Dale. Mr. Dashper is clerk to the Skegness Local Board. He was admitted a solicitor in 1878, and he is in partnership with Mr. John Thomas Tweed, town clerk of Lincoln, and Mr. Reginald Arthur Stephen, registrar of the Lincoln County Court.

Mr. William Newton, solicitor (of the firm of Newton & Wallis), of Newark, has been appointed by the High Sheriff of Nottinghamshire (Mr. Frederick Platt), to be Under-Sheriff of that county for the ensuing year. Mr. Newton is registrar for the Newark County Court, clerk to the county magistrates, and coroner for the Newark Division of Nottinghamshire. He was admitted a solicitor in 1852, and he is in partnership with Mr. Frederick Wallis, who is coroner for the borough of Newark.

Mr. George Harold Clark, solicitor, of Chesterfield, has been appointed a Commissioner to administer Oaths in the Supreme Court of Judicature.

Mr. Edward Percy Dalton, solicitor, of Lincoln, has been appointed Clerk to the Lincoln Burial Board, in succession to the late Mr. Thurstan George Dale.

Mr. James Bourne Benson, LL.D., solicitor, of 1, Clement's-inn, has been appointed by the High Sheriff of Sussex (Colonel James Clifton Brown) to be Under-Sheriff of that county for the ensuing year. Mr. Benson was educated at University College, London, and he graduated at the University of London, B.A. in 1867, LL.D. in 1873. He was admitted a solicitor in 1871.

Mr. Frederick Willoughby, solicitor, of Daventry, has been appointed by the High Sheriff of Northamptonshire (Mr. Edward Giles Loder) to be Under-Sheriff of that county for the ensuing year. Mr. Willoughby was admitted a solicitor in 1884. He is town clerk of Daventry.

Mr. Alfred Carrington, solicitor (of the firm of Carrington & Barker), of Chester, has been appointed by the High Sheriff of Flintshire (Mr. William Henry Gladstone) to be Under-Sheriff of that county for the ensuing year. Mr. Carrington was admitted a solicitor in 1866.

Mr. Charles Thomas Smith, LL.D., Puisne Judge of the Supreme Court or the Cape Colony, has been appointed to act as Chief Judge of that Colony. Mr. Justice Smith is the eldest son of Mr. Charles Smith, of Fulham, and was born in 1824. He was educated at Caius College, Cambridge, where he graduated as a senior optime in 1847, and he subsequently proceeded to the degree of LL.D. He was called to the bar at the Inner Temple in Easter Term, 1857, and he formerly practised on the Norfolk Circuit. He was appointed a puisne judge for the Cape Colony in 1868.

Mr. Thomas Herbert Watson, solicitor (of the firm of Watson & Channer), of Lutterworth, has been appointed by the High Sheriff of Leicestershire (Mr. John Bertie Norreys Entwistle) to be Under-Sheriff of that county for the ensuing year. Mr. Watson is clerk to the county magistrates at Lutterworth. He was admitted a solicitor in 1859.

Mr. Thomas Thelwell Kelly, solicitor (of the firm of Thelwell & Kelly), of Mold, has been appointed by Mr. Hugh Robert Hughes, Lord Lieutenant of Flintshire, Clerk of the Peace for that county, in succession to Mr. Arthur Troughton Roberts, resigned. Mr. Kelly was admitted a solicitor in 1861. He has been for many years deputy-clerk of the peace, and he is also clerk to the lieutenancy for Flintshire and to the county magistrates at Mold.

Mr. Edward Hutchinson, solicitor (of the firm of Hutchinson & Lucas), of Darlington, has been appointed by the High Sheriff of Durham (Mr. David Dale) to be Under-Sheriff of that county for the ensuing year. Mr. Hutchinson was admitted a solicitor in 1869.

Mr. Thomas Trevor White, barrister, has been appointed Prosecuting Counsel to the Mint for Nottinghamshire, in succession to Mr. Horace Smith, who has been appointed a stipendiary magistrate for the metropolis. Mr. White is the son of Mr. Thomas White. He was educated at Trinity College, Dublin, and he was called to the bar at Gray's-inn in June, 1880. He practises on the Midland Circuit, and at the Derbyshire, Leicestershire, Northamptonshire, and Nottinghamshire Sessions.

Mr. William Peed, solicitor and notary, of Cambridge, has been appointed by the High Sheriff of Cambridgeshire and Huntingdonshire (Mr. John James Briscoe) to be Under-Sheriff of those counties for the ensuing year. Mr. Peed was admitted a solicitor in 1864. He is clerk to the lieutenancy for Cambridgeshire.

Mr. John William McCarthy, barrister, has been appointed Standing Counsel to the Chinese Legation in London. Mr. McCarthy was called to the bar at Gray's-inn, in November, 1886. He practises on the Oxford Circuit, and at the Oxfordshire, Berkshire, and Gloucestershire Sessions

Mr. Hugh Mansfield Robinson, solicitor, of Birmingham, has been appointed Assistant Solicitor in the Town Clerk's office at Nottingham.

Mr. Harry Dommett Booth, solicitor, of 67, Lincoln's-inn-fields, has been appointed a Commissioner to administer Oaths in the Supreme Court of Judicature.

CHANGES IN PARTNERSHIPS.

Dissolutions.

Richard Preston and William Latimer Sayer (Preston & Sayer), Tonbridge, Kent, solicitors. March 22. [*Gazette*, April 20.

GENERAL.

On the 20th inst., in the House of Commons, in answer to Mr. Broadhurst, Mr. Plunket said:—"On April 11 a communication was made to the Office of Works to the effect that the roof of one of the Law Courts appeared to be in a dangerous condition, and an inspection was immediately made, with the result that it was found that there had been a shrinkage of one of the beams which was used in building the roof. Iron supports were at once fixed, and business was resumed in the court on the 13th inst. The examination had since been proceeded with in the other courts, but up to the present no cause for further apprehension has been discovered. There will, however, be undertaken during the Long Vacation a more complete and minute investigation of the building than would be possible while the courts are sitting."

COURT PAPERS.

SUPREME COURT OF JUDICATURE.

Rota of Registrars in Attendance on

Date.	Appeal Court No. 1.	Appeal Court No. 2.	Mr. Justice Kay.	Mr. Justice Chitty.
Mon., April 30	Mr. Clowes	Mr. Pugh	Mr. Godfrey	Mr. Leach
Tues., May 1	Koe	Lavie	Rolt	Beal
Wednesday 2	Carrington	Pugh	Godfrey	Leach
Thursday.. 3	Jackson	Lavie	Rolt	Beal
Friday 4	Lavie	Pugh	Godfrey	Leach
Saturday... 5	Pugh	Lavie	Rolt	Beal

Date.	Mr. Justice North.	Mr. Justice Stirling.	Mr. Justice Kekewich.
Monday, April 30	Mr. Koe	Mr. Jackson	Mr. Ward
Tuesday, May 1	Clowes	Carrington	Pemberton
Wednesday..... 2	Koe	Jackson	Ward
Thursday..... 3	Clowes	Carrington	Pemberton
Friday 4	Koe	Jackson	Ward
Saturday 5	Clowes	Carrington	Pemberton

WINDING UP NOTICES.

London Gazette—FRIDAY, April 20.

JOINT STOCK COMPANIES.

LIMITED IN CHANCERY.

BEDFORD PARK, LIMITED.—Creditors are required, on or before May 18, to send their names and addresses, and the particulars of their debts or claims, to Mr. William Slingsby Ogle, 90, Cannon st. Wednesday, May 30 at 12, is appointed for hearing and adjudicating upon the debts and claims

GRAND HOTEL, LIVERPOOL, LIMITED.—Petn for winding up, presented April 17, directed to be heard before Stirling, J., on Saturday, April 28. Foss & Ledsam, Abchurch lane, solors for petner

JOSEPH RICHARDSON & Co., LIMITED.—Petn for winding up, presented April 14, directed to be heard before Chitty, J., on Saturday, April 28. Lickfold, Camden rd, solor for petner

SYKES, MACVAY, AND THE CODD BOTTLE Co., LIMITED.—Petn to continue the voluntary winding up, presented April 17, directed to be heard before Chitty, J., on April 28. Wilson & Co, Copthall buildings, solors for the petners

ROYAL COURTS OF JUSTICE CHAMBERS Co, LIMITED.—Petn for winding up, presented April 18, directed to be heard before Kay, J., on April 28. King, Norfolk st, Strand, solor for the petner

UNION ELECTRICAL POWER AND LIGHT Co, LIMITED.—Petn for winding up, presented April 18, directed to be heard before Chitty, J., on Saturday, April 28. Linklater & Co, Bond ct, Walbrook, solors for petners

UNLIMITED IN CHANCERY.

EXETER TRAMWAYS COMPANY.—Stirling, J., has fixed Tuesday, May 1 at 12, at his chambers, for the appointment of an official liquidator

COUNTY PALATINE OF LANCASTER.

LIMITED IN CHANCERY.

GLADSTONE PROPERTY AND INVESTMENT Co, LIMITED.—Petn for winding up, presented April 17, directed to be heard before Bristowe, V.C., on Monday, April 30 at 11. Walker, Manchester, agent for Marsh, Bolton, solor for petners

FRIENDLY SOCIETIES DISSOLVED.

RESCUE SICK BENEFIT AND LIFE ASSURANCE FRIENDLY SOCIETY, 8, Ellen st, 12, Ethel st, and 12, Colonade bldgs, Ethel st, New st, Birmingham. April 16

ROYAL FISHERMEN'S SICK AND FRIENDLY SOCIETY, 14, Waterloo st, Clayton le Moors. April 16

SUSPENDED FOR THREE MONTHS.

COMBINATION LIFE ASSURANCE AND SICK FUND FRIENDLY SOCIETY, 336, High st, Brentford End, Middlesex. April 18

FRIENDLY SOCIETY, New inn, Llantrissant, Pontyclown, Glamorgan. April 18

INDEPENDENT DRAGON LODGE OF ODD FELLOWS' FRIENDLY SOCIETY, Green Dragon inn, Watnall rd, Hucknall Torkard, Nottingham. April 18

PROVIDENT INSTITUTION, Schoolroom, Llangeitho, Llanio rd, Cardigan April 18

London Gazette—TUESDAY, April 24.

JOINT STOCK COMPANIES.

LIMITED IN CHANCERY.

BRITISH CONGO Co, LIMITED.—Kekewich, J, has, by an order, dated March 28, appointed Stanley Pearson, Booth st, Manchester, to be official liquidator. Creditors are required, on or before June 4, to send their names and addresses, and the particulars of their debts or claims, to the above. Tuesday, June 12, at 2, is appointed for hearing and adjudicating upon the debts and claims

GEORGE PRICE'S SAFE LOCK AND ENGINEERING Co, LIMITED.—By an order of Stirling, J, dated April 14, it was ordered that the company be wound up. Smith & Co, Bread st, Cheapside, agents for Stanley & Oglethorpe, Wolverhampton, solors for petners

MERSINA ADANA CONSTRUCTION Co, LIMITED.—Stirling, J, has, by an order, dated March 5, appointed Harrington Evans Broad, 1, Walbrook, to be official liquidator

NEW TEMPLE NORMANTON COAL AND COKE Co, LIMITED.—Kay, J, has, by an order, dated March 26, appointed Robert John Evans, 26, George st, Sheffield, to be official liquidator. Creditors are required, on or before May 18, to send their names and addresses, and the particulars of their debts or claims, to the above. Wednesday, May 30, at 12, is appointed for hearing and adjudicating upon the debts and claims

OLD LONDON BREWERY Co., LIMITED.—By an order made by Kay, J., dated April 14, it was ordered that the above company be wound up. Rivington & Son, Fenchurch bldgs, solors for petners

PATENT OXONITE Co, LIMITED.—By an order made by Kay, J., dated April 14, it was ordered that the above company be wound up. Blunt & Lawford, Gresham st, solors for petner

ROYAL HOTEL, VENTNOR, LIMITED.—Chitty, J., has, by an order dated March 8, appointed Samuel Wheeler, Newport, Isle of Wight, to be official liquidator. Creditors are required, on or before May 25, to send their names and addresses and the particulars of their debts and claims to the above. Monday, June 4, at 11, is appointed for hearing and adjudicating upon the debts and claims.

SUSSEX MILITARY TRAINING COLLEGE Co, LIMITED.—By an order made by Kay, J., dated April 14, it was ordered that the company be wound up. Mitchell, Cannon st, solor for petner

UNLIMITED IN CHANCERY.

EAST AND WEST INDIA DOCK Co.—Creditors are required, on or before June 6, to send their names and addresses, with particulars of debts or claims, and whether such debts or claims are incumbrances or charges on the undertakings or tolls and moneys arising out of the same, to Freshfields & Williams, 5, Bank bldgs. Wednesday, June 27, at 2, is appointed for hearing and adjudicating upon debts and claims

FRIENDLY SOCIETIES DISSOLVED.

SIMMS LANE MUTUAL LOAN AND INVESTMENT SOCIETY, Britannia Inn, Northfield rd, Netherton, Worcester. April 21

WARNING TO INTENDING HOUSE PURCHASERS AND LESSEES.—Before purchasing or renting a house have the Sanitary arrangements thoroughly examined by an expert from The Sanitary Engineering & Ventilation Co., 115, Victoria-st., Westminster (Estab. 1875), who also undertake the Ventilation of Offices, &c.—[ADVT.]

STAMMERERS AND STUTTERERS should read a little book by Mr. B. BRADLEY, Baron's-court-house, W. Kensington, London. Price 13 stamps. The author, after suffering nearly 40 years, cured himself by a method entirely his own.—[ADVT.]

CREDITORS' NOTICES.

UNDER 22 & 23 VICT. CAP. 35.

LAST DAY OF CLAIM.

London Gazette—TUESDAY, April 17.

AANENSEN, CHARLES, Philip rd, Peckham. May 12. Aylward, Clifford's inn

BATTY, JAMES, Garforth, Yorks, Postmaster. June 1. Lumb & Bailey, Leeds

BELL, PETER, New Broad st, Merchant. June 1. Hunters & Haynes, New sq

BLACHFORD, JOHN, Edith villas, West Kensington, Solicitor. June 12. Blachford & Co, Abchurch lane

BRIDGER, WILLIAM, Hilton st, Birkenhead, Master Stevedore. May 19. Thompson & Hughes, Birkenhead

CROFT, JANE, Bolton le Sands, Lancs. June 7. Muckalt, Lancaster

DAVIES, JOHN, Llanybyther, Carmarthenshire, Chemist. May 17. Lloyd, Lampeter

DICKINSON, LOUISA, Albemarle cres, Scarborough. May 1. Drawbridge & Bowntree, Scarborough

EBERY, EDWARD, Vincent st, Westminster, Mercantile Clerk. Yielding & Co, Vincent sq

EVANS, ELIZABETH ANN, Bath. May 17. Payne & Fuller, Bath

FLAMSON, MARY ELLEN, Nottingham. May 15. Heath & Sons, Nottingham

GILES, MARY, Maker, Cornwall. June 19. Heath, Devonport

GREGSON, RICHARD, Linton, York. May 26. G. E. Wright & Charlesworth, Skipton

HEAP, RALPH, Rock Ferry, Chester, Esq. May 18. Jones & Co, Liverpool

HINKINS, JOSEPH, Manchester, Carver. June 24. Lloyd, Manchester

HULTON, MARY, Ainsworth, nr Bolton. June 1. Buck, & Co. Southport

HORDLEY, THOMAS, Hanley, Stafford, Engraver. June 23. Challinors, Hanley

HUTCHINSON, ELIZABETH, Darlington. June 2. Rider, Leeds

IBBETT, WILLIAM JOSEPH, Reading, Retired Chief Engineer in Royal Navy. May 7. Sandom & Co, Gracechurch st

JEX, THOMAS, Victoria st, Esq. May 8. Walls & Co, Queen Victoria st

JOHNSON, ANNA MARIA, Southampton st, Fitzroy sq. May 29. Johnson, Euston road

LAYTON, JAMES, Middlesbrough, Brewer. May 15., Archer, Stockton on Tees

MORTON, WILLIAM, Grove st, Deptford. May 19. Holder, Cheapside

NORTON, WILLIAM HENRY, Cattell-road, Birmingham, Grocer. April 30 Green Birmingham

MARSH, JOHN CHARLES LOEY, Hove, Doctor of Medicine. May 18. Chapple & Co, Carter lane

PENTON, DAVID, Marylebone lane, Currier and Leather Merchant June 1. Saxton & Morgan, Somerset st, W

REED, HENRY JOHN, York place, Harrogate, Gent. May 7. Griffith & Co., Newcastle upon Tyne

SAMPSON, WILLIAM, Parker's rd, Sheffield, Butcher's Steel Manufacturer. June 1. Auty & Son, Sheffield

SMITH, THOMAS EDWIN, Offord rd, Barnsbury, Licensed Victualler. May 23. Clapham & Fitch, Bishopsgate Without

TOPHAM, JOHN, Middleham, House Middleham, North Riding, Gent. May 8. Fawcett & Faber, Stockton on Tees

WARNER, HARRIET ANN, Sydney, N.S.W. June 1 Sanderson & Holland, Queen Victoria st

WATTENBACH, AUGUSTUS, Champion Hill, Esq. April 30. Seeley & Son, Gray's inn

WEETCH, JANE, Oxford rd, Ealing. May 17. Allingham, Old Broad st

WILBY, MARY, South Walsham, Norfolk. June 1. Holt & Ellen, Gt Yarmouth

WILLIAMS, DANIEL, Artigas, Aughton, Lancaster. July 1. Parr & Co, Ormskirk

WILLIAMS, RICHARD, Upper Stanhope st, Liverpool. May 16. Phipps, Northampton

London Gazette.—FRIDAY, April 20.

ADDY, FREDERICK JOSEPH, Shepherdess walk, City rd, Baker. May 30. Mills & Co, Brunswick pl, N

I'ANSON, EDWARD, Laurence Pountney hill, Esq. June 1. Vandercom & Co, Bush lane

BAILEY, AGNES, Somerset terr, Newcastle upon Tyne. June 1. Hoyle & Co, Newcastle upon Tyne

BOUSTEAD, EDWARD, Clarence rd, Clapham park, Esq. June 8. Wickings-Smith & Son, Lincoln's inn fields

CHEESE, ELLEN PYLE, Oak-hill, Beckenham. May 16. Bevir, Devereux chmbrs, Temple

CLARK, JOHN, Old Fields Farm, Rosehill, Sutton, Farmer. May 20. Cronin, Southampton street, W C

COUSINS, JOHN NICHOLAS, George st, Plymouth, Hotel Keeper. June 1. Hawker, Devonport

CLARKE, JOSEPH, Stratford pl, Oxford st, Architect. June 30. Stephens, Orchard st, Portman sq

DAVIS, ALEXANDER HENRY, Pepys rd, New Cross, Moneylender. May 18. Grey, Clement's inn

DOBSON, ROBERT, Crook st, Bolton, Beerseller. June 16. Ryley, Bolton

DOWNS, ELIZABETH, Park rd, South Birkenhead. June 1. Vallance & Vallance, Essex st

EDWARDS, JERONOMY WEEKS, Eastfield rd, Cotham, Bristol. May 15. Cumberland, Bristol

EVANS, JOHN, Park st, Southwark, Confectioner. May 31. Rodgers & Clarkson, Walbrook

GIFFORD, ALEXANDER, South Hill grove, Toxteth park, Liverpool, Esq. May 18. Weightman & Co, Liverpool

GRANT, JOHN, Blessington rd, Lee, Civil Engineer May 31 Rooke & Sons, Lincoln's inn fields

HALL, ANNE, Forest rd, Nottingham May 17 Parsons, Nottingham

HANSCOMBE, JANE, North pl, Redbourn May 11 Brabant, St Albans

HARRIS, WILLIAM SMITH, Wyken, Warwick, Coalmaster May 24 Hughes & Masser, Coventry

HOLMES, EDWARD, The Plain, nr Whiteshill, Millwright June 1 Mitchell & Sons, Stroud

INCE, JEMIMA, Montagu sq May 18 Young & Co, St. Mildred's ct

JONES, RICHARD, Mill st, Wolverhampton, Rick Sheet and Tarpaulin Maker May 23 Toovey, Orchard st

KEMP, ALFRED GEORGE, Liddle st, Kingston upon Hull, Oil Merchant. May 19. Hearfields & Lambert, Hull

LAKE, GEORGE JAMES, Angell rd, Brixton. June 23. Bewes & Co, Stonehouse, Plymouth

LEES, HAROLD, Pickhill Hall, Denbigh, Esq. July 20. Owston & Co, Leicester

LLOYD, BETSEY, Bedminster, Bristol May 24. Lloyd, Wolverhampton

LYON, ANN, Golborne, Lancaster. May 16. Barrow & Cook, St Helen's

LYON, JANE, Golborne, Lancaster. May 16. Barrow & Cook, St Helen's

LYON, SARAH, Golborne, Lancaster. May 16. Barrow & Cook, St Helen's

MCNAMARA, HANNAH, Gratton rd, West Kensington Park. May 20. Simpson, Leeds

MEACHER, JOSEPH HENRY, Fann st, Gent. May 26. Seeley & Son, South sq

MIDDLEHURST, PETER, Rainford, Lancaster, Builder. May 31. Mearns, St Helen's

PHILLIPS, ELIZABETH WATTS, Clifton, Bristol. May 31. Harwood & Boutflower, Bristol

POPLE, MARY ANN, Cocklake, Wedmore. May 4. Smith, Axbridge

SLANN, JANE, otherwise BLYTH, Nayland, Suffolk. May 16. Pope & Co, Colchester

SMALLEY, WILLIAM EDWARD, Fern Villa, Rhyl, Bank Manager. April 23. Roberts, Rhyl

SMITH, THOMAS, Aston juxta Birmingham. June 24. James, Birmingham

TITE, DAME EMILY, Lowndes sq. May 19. Bedford & Co, Gt Tower st

WALLIS, JAMES, Regent ter, Cambridge, Gent. June 24. Ginn & Matthew, Cambridge

WATSON, Hon. LAVINIA JANE, Monmouth. May 16. Farrer & Co, Lincoln's inn fields
WHITE, BENJAMIN, West hill, Gravesend. May 21. Sharland & Hatten, Gravesend
WILDE, FREDERICK, Ifield, Sussex, Surgeon. June 1. Medwin & Co, Horsham
WILLIAMS, CHARLES, Alfred pl, Bedford sq. June 1. Ferris, Gt James st
WOON, JOHN, Normanby, York, Yeoman. April 30. Petch, Kirby Moorside

BANKRUPTCY NOTICES.

London Gazette.—FRIDAY, April 20.

RECEIVING ORDERS.

ADAMS, FREDERICK JOHN, Bristol, Pastry Cook Bristol Pet April 18 Ord April 18
ALDOUS, FRANCIS JAMES, Chelmsford, Livery Stable Keeper Chelmsford Pet April 17 Ord April 17
BANKS, WILLIAM, Nottingham, Insurance Agent Nottingham Pet March 29 Ord April 16
BAYLEY, ARTHUR H, residence unknown, Medical Labeller High Court Pet March 26 Ord April 17
BEAUMONT, FRANCIS LONGLEY, Wakefield, Grocer Wakefield Pet April 16 Ord April 16
BENDALL, JOEL FREDERICK, Woolaston, nr Lydney, Gloucestershire, Carpenter Newport, Mon Pet April 18 Ord April 18
BERESFORD, CHARLES BLAKE, Royal Exchange avenue, Insurance Agent High Court Pet Feb 16 Ord April 17
BILLING, CHARLES, Westow hill, Upper Norwood, Auctioneer Croydon Pet March 28 Ord April 16
BRANCH, WILLIAM, Loddon, Norfolk, Builder Gt Yarmouth Pet April 17 Ord April 17
BREARLEY, JAMES, Southport, out of business Bolton Pet March 29 Ord April 17
BUSHELL, ARTHUR JOHN, Barnstaple, Builder Barnstaple Pet April 18 Ord April 18
CAVENDISH, WILLIAM HENRY ALEXANDER GEORGE DELMAR, Gt Coram st, Russell sq, British Consol at Stettin High Court Pet Feb 25 Ord April 17
COBB, CHARLES, Leatherhead, Grocer Croydon Pet April 11 Ord April 12
COLE, DAVID, residence unknown, Licensed Victualler High Court Pet March 26 Ord April 17
COOPER, JOHN WALDREN, Leicester, Grocer Leicester Pet April 16 Ord April 16
DAVID, WILLIAM, Laleston, nr Bridgend, Farmer Cardiff Pet April 16 Ord April 16
ELLACOTT, JOSEPH ABELL, Exeter, Corn Factor Exeter Pet April 17 Ord April 17
FLINTOFT, JOHN, Whitby, Auctioneer Stockton on Tees and Middlesborough Pet April 16 Ord April 16
FOTHERGILL, HENRY, Cardiff, Tobacconist Cardiff Pet April 17 Ord April 17
FRANKEL, —, and — HERMAN, Carthusian st, Merchants High Court Pet April 10 Ord April 16
GRANT, JOHN HEALEY, Oxford, General Smith Oxford Pet April 16 Ord April 16
HALL, EDWARD, Whitley, Northumberland, Provision Dealer Newcastle on Tyne Pet April 18 Ord April 18
HALL, FRANCIS MOXON, Kingston upon Hull, out of business Kingston upon Hull Pet April 17 Ord April 17
HARDINGHAM, THOMAS HOPWOOD, and CHARLES STEPHEN HARDINGHAM, Great Yarmouth, Factors Great Yarmouth Pet April 7 Ord April 18
HODGSON, WILLIAM BACON, Manor Park, Essex, Physician High Court Pet April 17 Ord April 17
HOWARTH, ROBERT SCOWCROFT, Manchester, Chemical Manufacturer's Manager Manchester Pet March 29 Ord April 18
HUGHES, OWEN, Amlwch, Anglesey, no occupation Bangor Pet March 27 Ord April 16
HULBERT, WILLIAM HENRY, Upper Maudlin st, Bristol, Butcher Bristol Pet April 18 Ord April 18
KENNION, EMILY CHARLOTTE, and WILLIAM SMETHURST, Nottingham, Engineer Nottingham Pet March 23 Ord April 16
KIRBY, FRANCIS JOHN FORSELL, Ansty Frith, Leicestershire, Solicitor Leicester Pet April 16 Ord April 16
KÖLKENBECK, JOSEPH, Seething lane, Merchant High Court Pet April 17 Ord April 17
LEASON, ROBERT, Leeds, Glass Dealer Leeds Pet April 18 Ord April 18
LEWIS, ALFRED, Southsea, Commercial Traveller Portsmouth Pet March 28 Ord April 12
NOY, BENAMMI, Colchester, Boiler Maker Colchester Pet April 16 Ord April 16
PALIN, JOHN, Nantwich, Jeweller Nantwich and Crewe Pet April 16 Ord April 16
PARTRIDGE, WILLIAM HERBERT, Leicester, Tobacconist Leicester Pet April 14 Ord April 14
POLLARD, JOHN HALL, Worcester, Butcher Worcester Pet April 17 Ord April 17
ROBERTS, WILLIAM HENRY, Chepstow, Mon, Draper Newport, Mon Pet April 18 Ord April 18
SIMMONDS, HENRY CHARLES, Ryde, I.W., Furniture Dealer Newport and Ryde Pet April 14 Ord April 14
SIMPSON, WILLIAM, Turnham green, Timber Merchant High Court Pet April 18 Ord April 18
STANLAKE, ROBERT, Plymouth, Builder East Stonehouse Pet April 18 Ord April 18
THOMPSON, JOHN WILLIAM, Leeds, Woollen Merchant Leeds Pet April 17 Ord April 17
WARRINER, WILLIAM HENRY, Doncaster, Carriage Builder Sheffield Pet April 16 Ord April 16
WHITCHER, GEORGE, Wimborne Minster, Painter Poole Pet April 17 Ord April 17
WOOLLER, THOMAS, Sidcup, Kent, Builder Croydon Pet April 5 Ord April 16
YOULE, WILLIAM HENRY, Sheffield, Grocer Sheffield Pet April 17 Ord April 17
YOUNG, WILLIAM, Godwin rd, Forest Gate, Licensed Victualler High Court Pet April 16 Ord April 16

FIRST MEETINGS.

BARRY, ROSINA, King's Heath, Worcester, Shot Belt Manufacturer May 3 at 11 25, Colmore row, Birmingham
BOOSEY, CHARLES Southend, Fruiterer May 1 at 2 Shirehall, Chelmsford
BREARLEY, JAMES, Southport, out of business May 1 at 11 16, Wood st, Bolton
BREW, BENJAMIN MADDOCK, Finsbury pavement, Upholsterer April 27 at 2.30 Bankruptcy bdgs, Portugal st, Lincoln's inn fields
BROADBENT, JOHN, Hyde, Cheshire, Hat Manufacturer April 27 at 11.30 Off Rec, Ogden's chmbrs, Bridge st, Manchester
BROOKS, GEORGE RUSSELL, Springfield, Upper Clapton, Salesman April 27 at 11 Bankruptcy bdgs, Portugal st, Lincoln's inn fields
BROWNE, EDWARD PERRATT, Commercial rd East, Stationer April 27 at 12 33, Carey st, Lincoln's inn
BURWELL, JOHN FREDERICK, Westborough, Yorks, Goods Dealer April 27 at 11.30 Off Rec, 74, Newborough st, Scarborough
CHAPMAN, HENRY, Weelsby, Lincs, Fishing Vessel Owner May 2 at 12 Off Rec, 3, Haven st, Gt Grimsby
CLARKE, THOMAS, Walsall, Currier May 2 at 11.30 Off Rec, Walsall
COOPER, JOHN WALDREN, Leicester, Grocer April 30 at 12.30 28, Friar lane, Leicester
COUGHLAN, JAMES, PETER COUGHLAN, and CHARLES COUGHLAN, Manchester, Masons April 27 at 12 Off Rec, Ogden's chbrs, Bridge st, Manchester
CORNELL, WILLIAM EDWARD, Churchfield rd, Acton, Leather Seller's Manager May 1 at 11 30 and 31, St Swithin's lane
CURTIS, WILLIAM, Belgrave, Leicester, Boot Manufacturer April 27 at 12.30 28, Friar lane, Leicester
DOBSON, GEORGE, Leicester, Chemist April 27 at 3 28, Friar lane, Leicester
ELLACOTT, JOSEPH ABELL, Exeter, Corn Factor May 1 at 11 Castle of Exeter, Exeter
ELLINGHAM, CHARLES WILLIAM, Luton, Blocker April 27 at 11 Off Rec, Park st West, Luton
ELLIS, JAMES DONALD, Doncaster, Clerk May 1 at 11 Guildhall, Doncaster
FENTON, JONATHAN, Kingston upon Hull, Grocer April 27 at 2 Off Rec, Trinity House lane, Hull
GREATWOOD, ALBERT JOHN, Birmingham, out of business May 2 at 11 25, Colmore row, Birmingham
HALL, EDWARD, Newcastle on Tyne, Provision Dealer May 2 at 11 Off Rec, Pink lane, Newcastle on Tyne
HOLLEBONE, ERNEST JOHN FREDERICK, and CHARLES WILLIAMS ATKINS, Shaftesbury avenue, Piccadilly circus, Auctioneers April 27 at 11 Bankruptcy bdgs, Lincoln's inn
ILEY, WILLIAM HENRY, New Shildon, Durham, Druggist April 30 at 4.45 Three Tuns Hotel, New Elvet, Durham
JOHNSON, EDWARD JOSEPH, Luton, no occupation April 27 at 12 Off Rec, Park st West, Luton
KEMP, GEORGE, Bellenden rd, East Dulwich, Commercial Traveller April 30 at 12 33, Carey st, Lincoln's inn
KIRBY, FRANCIS JOHN FORSELL, Ansty Frith, Leicester, Solicitor April 30 at 3 28, Friar lane, Leicester
JONES, ALFRED, Birmingham, Builder May 1 at 11 25, Colmore row, Birmingham
LAW, HARRY WILLIAM, Hadleigh, Essex, Baker May 1 at 2 Shirehall, Chelmsford
LEMAY, FREDERICK THOMAS, Green Lanes, Wood Green, Grocer April 30 at 11 30 and 31, St Swithin's lane
LEWIS, A, Southsea, Commercial Traveller April 30 at 12.30 145, Cheapside, London
MATCALFE, WILLIAM, Holderness, Yorks, Farmer April 27 at 10 Off Rec, Trinity House lane, Hull
NOY, BENAMMI, Colchester, Boiler Maker April 30 at 11 Town Hall, Colchester
ONSLOW, AUGUSTUS PAUL LUMSDEN, Askew rd, Shepherd's Bush, Gent April 30 at 3 109, Victoria st, Westminster
ORDISH, WILLIAM, Derby, Saddler April 27 at 2.30 Off Rec, St James's chmbrs, Derby
PALFREY, WALTER, Bardwell, Suffolk, Builder April 27 at 12 Guildhall, Bury St Edmunds
PARTRIDGE, WILLIAM HERBERT, Leicester, Tobacconist May 1 at 12.30 28, Friar lane, Leicester
POLLARD, JOHN HALL, Worcester, Butcher May 1 at 11 Off Rec, Worcester
POYNTER, J F, Milk st, Cocoa Nut Matting Manufacturer April 27 at 2.30 Bankruptcy bdgs, Portugal st, Lincoln's inn fields
SCOTT, WILLIAM, Huddersfield, Doctor of Medicine April 27 at 3 Haigh & Son, Solicitors, New st, Huddersfield
SHIPLEY, SAMUEL, Epworth, Lincs, Corn Factor May 1 at 12.30 Guildhall, Doncaster
SIMMONDS, HENRY CHARLES, Ryde, I W, Furniture Dealer April 27 at 12 Chamber of Commerce, 145, Cheapside
STANSFIELD, RICHARD, Todmorden, Farmer April 30 at 3.30 Queen's Hotel, Todmorden
TAYLOR, JONATHAN, Leeds, Grocer's Assistant April 30 at 11 Off Rec, 22, Park row, Leeds
WARRINER, WILLIAM HENRY, Doncaster, Carriage Builder May 1 at 12 Guildhall, Doncaster
WHITEHEAD, HENRY, Sheffield, Glass Dealer May 1 at 3.30 Off Rec, Figtree lane, Sheffield

ADJUDICATIONS.

BARLOW, HARRY SIDTHORPE, Bromley Croydon Pet Aug 20 Ord Sept 11
BARTON, HENRY, Buglawton, nr Congleton, Silk Throwster Macclesfield Pet March 17 Ord April 16
BANSBACK, JOSEPH WILLIAM, and WILLIAM HENRY ROBINSON, Mile End rd, Licensed Victuallers High Court Pet March 24 Ord April 17
BENDALL, JOEL FREDERICK, Woolaston, nr Lydney, Glos, Carpenter Newport, Mon Pet April 17 Ord April 18
BRANCH, WILLIAM, Loddon, Norfolk, Builder Gt Yarmouth Pet April 17 Ord April 17
BURWELL, JOHN FREDERICK, Scarborough, Fancy Goods Dealer Scarborough Pet April 11 Ord April 18
CAMERON, JOSEPH GEORGE ELLIS, Uxbridge rd, Shepherd's bush, Gent High Court Pet Jan 16 Ord April 17
CHARLESWORTH, JOHN, Dewsbury, Waste Dealer Dewsbury Pet April 10 Ord April 14
COBB, CHARLES, Leatherhead, Grocer Croydon Pet April 11 Ord April 17
COOPER, FREDERICK, Oldbury, Farmer Oldbury Pet April 12 Ord April 17
DAVID, WILLIAM, Laleston, nr Bridgend, Farmer Cardiff Pet April 16 Ord April 16
ELLACOTT, JOSEPH ABELL, Exeter, Corn Factor Exeter Pet April 16 Ord April 17
ELLINGHAM, CHARLES WILLIAM, Luton, Blocker Luton Pet April 9 Ord April 18
FUSSELL, WILLIAM HENRY, Beckington, Somersetshire, Baker Frome Pet April 7 Ord April 16
HALL, EDWARD, Newcastle on Tyne, Provision Dealer Newcastle on Tyne Pet April 18 Ord April 18
HALL, FRANCIS MOXON, Kingston upon Hull, out of business Kingston upon Hull Pet April 17 Ord April 17
HARRIES, EDWIN, and JOSIAH HARRIES, Aberavon, Glamorganshire, Builders Neath Pet April 11 Ord April 17
HERROD, WALTER, Nottingham, Corn Merchant Nottingham Pet March 22 Ord April 16
HOLLEBONE, ERNEST JOHN FREDERICK, and CHARLES WILLIAM ATKINS, Shaftesbury avenue, Piccadilly, Auctioneers High Court Pet Jan 27 Ord Apr 17
HULBERT, WILLIAM HENRY, Bristol, Butcher Bristol Pet Apr 18 Ord Apr 18
INDERWICK, ALFRED, Bedford row, Solicitor High Court Pet Oct 4 Ord Apr 17
JOHNSON, EDWARD JOSEPH, Luton, no occupation Luton Pet Apr 19 Ord Apr 18
LANDON, JESSE WILLIAM, Aylesbury, Carpenter Aylesbury Pet Apr 4 Ord Apr 16

LEVY, JOHN, Portobello rd, Notting hill, Glass Merchant High Court Pet Apr 10 Ord Apr 17
LEWIS, ALFRED, Southsea, Commercial Traveller Portsmouth Pet Mar 23 Ord Apr 16
LEWIS, WILLIAM, Bedwas, Mon, Colliery Proprietor Newport, Mon Pet Mar 24 Ord Apr 18
LOCKE, EDWARD AUGUSTUS, Manchester, Pianoforte Maker Manchester Pet Apr 9 Ord Apr 17
RICHARDSON, JOHN, West Hartlepool, Landowner Sunderland Pet Mar 8 Ord Apr 16
ROBERTS, WILLIAM HENRY, Chepstow, Mon, Draper Newport, Mon Pet Apr 18 Ord Apr 18
SIMPSON, WILLIAM, Turnham green, Timber Merchant High Court Pet Apr 18 Ord Apr 18
STROYBANT, GUILLAUME, Mark lane, Commission Agent High Court Pet Apr 13 Ord Apr 17
THOMAS, THOMAS, Tranmere, Beerseller Birkenhead Pet Apr 13 Ord Apr 16
THOMPSON, JOHN WILLIAM, Leeds, Woollen Merchant Leeds Pet Apr 17 Ord Apr 17
WALE, WILLIAM HENRY, Leicester, Hosiery Maker Leicester Pet Mar 27 Ord Apr 17
WARRINER, WILLIAM HENRY, Doncaster, Carriage Builder Sheffield Pet Apr 16 Ord Apr 16
WEBB, HENRY JOHN, The Delph, nr Brierley Hill, Staffs, Boatman Stourbridge Pet Apr 11 Ord Apr 17
WEBBER, B K, Sheffield, Joiner Sheffield Pet Mar 16 Ord Apr 17
YOULE, WILLIAM HENRY, Sheffield, Grocer Sheffield Pet Apr 17 Ord Apr 17

London Gazette.—TUESDAY, April 24.

RECEIVING ORDERS.

BARNS, JOHN RICHARD, Fitzgerald rd, Mortlake, Builder Wandsworth Pet March 9 Ord April 19
BEASLEY, THOMAS, Nuneaton, Warwickshire, Basket Maker Coventry Pet April 19 Ord April 19
CHALK, WILLIAM, Plaistow, Essex, Licensed Victualler High Court Pet April 20 Ord April 21
CHAMBERS, JOSEPH, Wheatbottom Brook, Durham, Cartman Durham Pet April 19 Ord April 17
COOKE, ANNIE, Doncaster, Draper Sheffield Pet April 18 Ord April 18
CORFIELD, THOMAS, Penn, Staffordshire, Butcher Wolverhampton Pet April 18 Ord April 18
DAWSON, MATTHEW, Bishop Auckland, Yeast Merchant Durham Pet April 21 Ord April 21
DICKINSON, JOHN, Woodland rd, Upper Norwood, Commission Agent Croydon Pet April 18 Ord April 18
DIXON, CECIL BERNARDINO, and SARA DIXON, Northam, Southampton, Cake Manufacturers Southampton Pet April 20 Ord April 20
DREHER, HENRY, Derby, Provision Dealer Derby Pet April 19 Ord April 19
ELWIN, WILLIAM, Workington, Fishmonger Cockermouth and Workington Pet April 18 Ord April 18
GODFREY, GEORGE, Newcastle on Tyne, Cartwright Newcastle on Tyne Pet April 19 Ord April 19
GOVIER, EDWIN FRANCIS, Neath, Licensed Victualler Neath Pet April 20 Ord April 20
HALLETT, SHACKLETON, Hare ct, Temple, Barrister at Law High Court Pet Nov 17 Ord April 21
HANDLEY, A. G., Nottingham, Ironmonger Nottingham Pet April 5 Ord April 20
HAVERS, MRS., Soho st, Boot Manufacturer High Court Pet March 17 Ord April 21
HICKMAN, THOMAS, Kettering, Licensed Victualler Northampton Pet April 19 Ord April 19
HIGHMAN, THOMAS, Shaftesbury, Dorsetshire, Coach Builder Salisbury Pet April 19 Ord April 19
HOLGATE, BENJAMIN, Denbigh, Bootmaker Bangor Pet April 22 Ord April 21
JOURES, ROBERT, South Shields, Chemist Newcastle on Tyne Pet April 19 Ord April 19
KIMMINGS, RICHARD, DIONYSIUS JOSEPH BOGLIACO, and JOHN MELROSS, Moss Side, Lancashire, Lithographers Manchester Pet April 21 Ord April 21
KUHLMANN, ARTHUR HENRY, Great St Helen's, Engineer High Court Pet April 4 Ord April 20
LADD, KEDGIN WILLIAM, Pembroke Dock, Architect Pembroke Dock Pet April 18 Ord April 18
LEWIS, LEWIS, Cadoxton juxta Barry, Glamorganshire, Commission Agent Cardiff Pet April 18 Ord April 19
MAJOR, JAMES LEWIS, Brighton, Coach Builder Brighton Pet April 18 Ord April 18
MANN, ANDREW, Isledon rd, Holloway, Builder High Court Pet Feb 14 Ord April 20
MARDON, EDWARD KENDAL EDMONDS, The Graig, nr Mon, Esq Newport, Mon Pet April 21 Ord April 21
MARKS, S, Lauriston rd, South Hackney, Mattress Manufacturer High Court Pet March 13 Ord April 20
MCKINNELL, WILLIAM, Leicester, Tailor Leicester Pet April 21 Ord April 21
MEAD, WILLIAM FREDERICK, Phœnix ct, Newgate st, Importer of Stationery High Court Pet April 21 Ord April 21
MEDLOCK, CHARLES, New st, Dorset sq, Watchmaker High Court Pet April 19 Ord April 19
MOORE, THOMAS WILLIAM, Albrighton, Salop, out of business Madeley Pet April 20 Ord April 20
ORIEL, WILLIAM, Tonypandy, Glamorganshire, Grocer Pontypridd Pet April 11 Ord April 21
RIGHTON, EDWARD, Bristol, Plumber Bristol Pet April 21 Ord April 21
ROGERS, WILLIAM, Tarporley, Cheshire, Livery Stable Keeper Nantwich and Crewe Pet April 20 Ord April 20
SAUNDERS, WILLIAM, Pembroke, Grocer Pembroke Dock Pet April 21 Ord April 21
SMITH, W A, Phœnix pl, Mount Pleasant, Gray's inn rd, Bookbinder High Court Pet March 22 Ord April 19
STEAD, WILLIAM, New Basford, Nottingham, Wheelwright Nottingham Pet April 21 Ord April 21
SHAW, FREDERICK, Northallerton, Dog Trainer Northallerton Pet April 18 Ord April 18
THORNE-GEORGE, GEORGE C, Haymarket, Wine Merchant High Court Pet Jan 30 Ord April 19
TURNER, JAMES WILLIAM, Baker st, Portman sq, Grocer High Court Pet April 20 Ord April 20
VASEY, WILLIAM, New Shildon, Durham, Grocer Durham Pet April 20 Ord April 20
WALTON, JOSEPH, and SUSAN JAMES SKIDMORE, Wolverhampton, Ironmongers Wolverhampton Pet April 18 Ord April 18
WARD, WILLIAM, and JOSEPH WARD, Boston, Lincolnshire, Brush Manufacturers Boston Pet April 20 Ord April 20
WATSON, WALTER, WILLIAM LEDGLEY, and FREDERICK WATSON, Kingsland rd, Fancy Dealers Birmingham Pet April 17 Ord April 17
WOLSTENHOLME, THOMAS, Brinsworth, nr Rotherham, Farmer Sheffield Pet April 19 Ord April 19
WOODHOUSE, JAMES EPHRAIM, High st, Dorking, Cabinet Maker Croydon Pet April 20 Ord April 20
WORDINGHAM, GEORGE, Dove ct, Old Jewry, Restaurant Keeper High Court Pet April 20 Ord April 20

FIRST MEETINGS.

ADAMS, FREDERICK JOHN, Bristol, Pastrycook May 5 at 12 Off Rec, Bank chbrs, Bristol
ALDOUS, FRANCIS JAMES, Chelmsford, Livery Stable Keeper May 5 at 11.30 Shirehall, Chelmsford
BEAUMONT, FRANCIS LONGLEY, Wakefield, Grocer May 2 at 11 Off Rec, Bond ter, Wakefield
BENTON, JABEZ FRANKLIN, Billinghay, Lincs, Farmer May 3 at 12.30 Deputy Off Rec, 48, High st, Boston
BRADBROOK, FRANK YOUNG, Stratford, Essex, Corn Merchant May 1 at 2.30 33, Carey st, Lincoln's inn
BRANCH, WILLIAM, Loddon, Norfolk, Builder May 5 at 11.30 Off Rec, 8, King st, Norwich
BRIGHTON, GEORGE WILLIAM, and WILLIAM ERNEST BRIGHTON, Petherton rd, Canonbury, Poultry Dealers May 1 at 11 33, Carey st, Lincoln's inn
BUSHELL, ARTHUR JOHN, Barnstaple, Builder May 2 at 2 Sanders & Sons, High st, Barnstaple
CHRISTIE, ALEXANDER, Mile End rd, Mariner May 1 at 12 33, Carey st, Lincoln's inn
CLARKE, JAMES, Aberdare, Hosier May 3 at 12 Off Rec, Merthyr Tydfil
COSTER, RICHARD, Gt Marlow, Grocer May 1 at 11 Red Lion Hotel, High Wycombe
DREHER, HENRY, Derby, Provision Dealer May 3 at 2.30 Off Rec, St James's chmbrs
GIBB, REGINALD KENNETH, Talbot rd, Bayswater, Gent May 1 at 2.30 33, Carey st, Lincoln's inn
GODFREY, GEORGE, Newcastle on Tyne, Cartwright May 3 at 2 Off Rec, Pink lane, Newcastle on Tyne
HARDINGHAM, THOMAS HOPWOOD, and CHARLES HARDINGHAM STEPHEN, Great Yarmouth, Factors May 5 at 12 Off Rec, 8, King st, Norwich
HIGHMAN, THOMAS, Shaftesbury, Dorsetshire, Coachbuilder May 3 at 3 Off Rec, Salisbury
HULBERT, WILLIAM HENRY, Bristol, Butcher May 4 at 3 Off Rec, Bank chbrs, Bristol
ISAACS, ALBERT, Midland Grand Hotel, St Pancras, Stationer May 3 at 12 Bankruptcy bldgs, Portugal st, Lincoln's inn fields
JENNINGS, JAMES, Monmouth, Tobacconist May 2 at 12 Off Rec, 12, Tredegar place, Newport, Mon
JONES, JOSEPH, and — CHESWORTH, Neston, Cheshire, Auctioneers May 2 at 3 Off Rec, 48, Hamilton sq, Birkenhead
JOURES, ROBERT, South Shields, Chemist May 3 at 2.30 Off Rec Pink lane, Newcastle on Tyne
KEY, DAVID THOMAS, West Kensington, Surgeon May 2 at 12 33, Carey st, Lincoln's inn
MAYNARD, FRANCIS WILLIAM, Brighton, Confectioner May 2 at 12 Bankruptcy bdgs, Portugal st, Lincoln's inn
MILNER, EDWARD, Micheldever, Hants, Surgeon May 8 at 2 Chamber of Commerce, 145, Cheapside
MOLLISON, JAMES, Pavenham, Beds, Farmer May 3 at 12 8, St Paul's sq, Bedford
NELSON, JOSEPH, High st, Marylebone May 1 at 12 33, Carey st, Lincoln's inn
PALIN, JOHN, Nantwich, Jeweller May 1 at 11 Royal Hotel, Crewe
REED, JAMES, Newport st, Lambeth, Omnibus Proprietor May 3 at 11 33, Carey st, Lincoln's inn
RHODES, BENJAMIN, Leeds, out of business May 2 at 11 Off Rec, 22, Park row, Leeds
ROBINSON, JOHN, Sleaford, Draper May 3 at 12 Deputy Off Rec, 48, High st, Boston
ROWE, SAMUEL, Cartmell, Lancs, Innkeeper May 1 at 10 Off Rec, 2, Paxton ter, Barrow in Furness
SIMPSON, HENRY EKIN, Risely, Bedfordshire, Farmer May 3 at 2 8, St Paul's sq, Bedford
SOMERVAIL, JAMES THOMPSON, and FREDERICK GEORGE LOWE, Tooley st, Southwark, Provision Agents May 2 at 11 33, Carey st, Lincoln's inn
STARBUCK, GEORGE, Birkenhead, Wagon Builder May 2 at 2.30 Off Rec, 48, Hamilton sq, Birkenhead
THOMAS, THOMAS, Tranmere, Cheshire, Beerseller May 2 at 2 Off Rec, 48, Hamilton sq, Birkenhead
WHITCHER, GEORGE, Wimborne Minster, Dorsetshire, Painter May 1 at 11.30 King's Head Hotel, Wimborne
WILLIAMS, CHARLES, sen, Vaughan rd, Camberwell, Clerk May 3 at Bankruptcy bldgs, Lincoln's inn
WILLIAM, JOSEPH, Llanelly, Ropemaker May 2 at 11 Off Rec, 11 Quay st, Carmarthen
WILSON, CHARLES WILLIAM, Queen Victoria st, Picture Dealer May 2 at 11 Bankruptcy bldngs, Lincoln's inn
WYATT, HENRY, Southall gn, Southall, Oilman May 4 at 3 109, Victoria st, Westminster
YOULE, WILLIAM HENRY, Sheffield, Grocer May 2 at 10.30 Off Rec, Figtree lane, Sheffield

ADJUDICATIONS.

BALL, JOHN, Whitby, Bootmaker Stockton on Tees and Middlesborough Pet April 18 Ord April 18
BEASLEY, THOMAS, Nuneaton, Warwickshire, Basket Maker Coventry Pet April 19 Ord April 20
BEAUMONT, FRANCIS LONGLEY, Wakefield, Grocer Wakefield Pet April 16 Ord April 21
BOLTER, THOMAS, Bleddington, Gloucestershire, out of business Cheltenham Pet March 23 Ord April 16
BREARLEY, JAMES, Southport, out of business Bolton Pet March 28 Ord April 19
BROOK, JAMES SWIFT, Thornton, Yorks, Brewer's Traveller Bradford Pet April 4 Ord April 19
COOKE, ANNIE, Doncaster, Draper Sheffield Pet April 18 Ord April 18
CORFIELD, THOMAS, Penn, Staffordshire, Butcher Wolverhampton Pet April 18 Ord April 18
CRAGE, WILLIAM ANANIAS, St Mary at Hill, Fish Factor High Court Pet March 14 Ord April 19
DICKINSON, JOHN, Woodland rd, Upper Norwood, Commission Agent Croydon Pet Apr 18 Ord Apr 18
DREHER, HENRY, Derby, Provision Dealer Derby Pet Apr 19 Ord Apr 19
EDWARDS, ISAAC NEWTON, St Albans, Milkman High Court Pet Apr 6 Ord Apr 19
EVANS, THOMAS, Llanganten, Breconshire, Farmer Newtown Pet Apr 4 Ord Apr 20
FOTHERGILL, HENRY, Cardiff, Tobacconist Cardiff Pet Apr 17 Ord Apr 18
GODFREY, GEORGE, Newcastle on Tyne, Cartwright Newcastle on Tyne Pet Apr 19 Ord Apr 19
HARNETT, JAMES BRICE, Herne Bay, Victualler Canterbury Pet Mar 14 Ord Apr 18
HEARD, JOHN, sen, Sudbury, Suffolk, General Dealer Colchester Pet Mar 30 Ord Apr 21
HICKMAN, THOMAS, Kettering, Licensed Victualler Northampton Pet Apr 19 Ord Apr 19
HIGHMAN, THOMAS, Shaftesbury, Coachbuilder Salisbury Pet Apr 18 Ord Apr 19
JOURES, ROBERT, South Shields, Chemist Newcastle on Tyne Pet Apr 19 Ord Apr 19
KOLKENBECK, JOSEPH, Seething lane, Merchant High Court Pet April 17 Ord April 19

LADD, KEDGIN WILLIAM, Pembroke Dock, Architect Pembroke Dock Pet April 16 Ord April 21
LEWIS, LEWIS, Cadoxton juxta Barry, Glamorgan, Commission Agent Cardiff Pet April 18 Ord April 20
MAJOR, JAMES LEWIS, Brighton, Coach Builder Brighton Pet April 17 Ord April 18
MERCHANT, WILLIAM, Portland rd, South Norwood, Builder Croydon Pet April 4 Ord April 19
MOORE, THOMAS WILLIAM, Albrighton, Salop, out of business Madeley Pet April 19 Ord April 20
OLIVER, HERBERT, St Leonards on Sea, Plumber Hastings Pet April 14 Ord April 20
PALFREY, WALTER, Bardwell, Suffolk, Builder Bury St Edmunds Pet April 11 Ord April 18
PARKER, HENRY JOSEPH WADSLEY, Wedmore gdns, Upper Holloway, Pianoforte Dealer High Court Pet April 10 Ord April 20
PARKINSON, WILLIAM JAMES, Liverpool, Merchant Preston Pet April 4 Ord April 21
ROBERTS, BENJAMIN, Knowbury, Salop, Farmer Leominster Pet March 19 Ord April 19
SCOTT, WILLIAM, Huddersfield, Doctor of Medicine Huddersfield Pet April 13 Ord April 21
SHAW, FREDERICK, Northallerton, Dog Trainer Northallerton Pet April 18 Ord April 18
SIMMONDS, HENRY CHARLES, Ryde, I W, Furniture Dealer Newport and Ryde Pet April 18 Ord April 20
SIMPSON, HENRY EKIN, Riseley, Bedfordshire, Farmer Bedford Pet April 9 Ord April 21
STEAD, WILLIAM, New Basford, Nottingham, Wheelwright Nottingham Pet April 21 Ord April 21
SUMMERHAYS, WILLIAM FRANK, New Broad st, Solicitor High Court Pet Feb 10 Ord April 19
TURNER, CHARLES, Cambridge, Solicitor Cambridge Pet March 14 Ord April 20
TURNER, H. H., Beaconsfield ter, Kensington, Dairyman High Court Pet Feb 25 Ord April 19
WALTON, JOSEPH, and SUSAN JANE SKIDMORE, Wolverhampton, Ironmongers Wolverhampton Pet April 18 Ord April 18
WASSELL, ERNEST ARTHUR, Brighton, China Merchant Brighton Pet March 20 Ord April 20
WHITCHER, GEORGE, Wimborne Minster, Painter Poole Pet April 17 Ord April 21
WILLIAMS, CHARLES, sen, Vaughan rd, Camberwell, Clerk High Court Pet March 21 Ord April 19
WORMINGHAM, GEORGE, Dove ct, Old Jewry, Restaurant Keeper High Court Pet April 20 Ord April 21
YORK, GEORGE, and WALTER JOHN TRUSTRAM, Stanhope st, Euston rd, Saw Mill Proprietors High Court Pet April 6 Ord April 19
ADJUDICATION ANNULLED.
KENDRICK, EDWARD, Brymbo, Denbighshire, Shopkeeper, Wrexham Adjud Feb 8 Annul April 18

SALES OF ENSUING WEEK.

May 2.—Messrs. FOX & BOUSFIELD, at the Mart, at 2 p.m., Freehold Estates (see advertisement, this week, p. 430).
May 3.—Messrs. DRIVER & Co, at the Mart, at 2 p.m., Freehold Property (see advertisement, this week, p. 430).
May 4.—Messrs. BAKER & SON, at the Mart, at 2 p.m., Freehold Estate and Properties (see advertisement, this week, p. 430).
May 4.—Messrs. ELLIS & SON, at the Mart, at 2 p.m., Freehold Ground Rent and Leasehold Premises (see advertisement, April 14, p. 4).

DEATH.

ROUSE.—April 23, at the Elms, North Curry, Taunton, James Alexander Rouse, solicitor, aged 72.

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RESULTS IN 1887.
Solicitors' Final.—20 sent up, 18 passed.
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Bar Exam., Hilary, 1888.—4 sent up, 4 passed. Easter—5 sent up, 5 passed.

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RESULTS.
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OLD BROAD STREET.

City Freehold.—A valuable and commanding block of Freehold Property, possessing extensive frontages and covering an area of about 3,000 superficial feet. It occupies an exceptionally prominent position in this important thoroughfare, being at the corner of Great Winchester-street, and in proximity to the Stock Exchange, Bank of England, &c. The building has for upwards of 60 years been in the occupation of the Indemnity Mutual Marine Insurance Company, and comprises four unusually well-lighted floors and extensive basement. The upper floors, formerly used for residential purposes, have the advantage of a distinct entrance from Pinner's-court, and comprise ten good rooms. The ground and first floors, entered from Great Winchester-street, contain two spacious board rooms, large general office, four private offices, porter's lobby, and ample lavatory accommodation. There are also two floors above, approached from this portion of the building, and on which are seven rooms. The property, which is in good substantial repair, is capable of considerable improvement, either by forming suites of offices on the various floors, which would readily let at highly remunerative rents, or, from its extensive area and unusual facilities for light, offers an unequalled site for the erection of a bank, insurance offices, or other large public building.

MESSRS. FAREBROTHER, ELLIS, CLARK, & CO. will OFFER the above valuable CITY FREEHOLD, distinguished as No. 13, Great Winchester-street, for SALE by AUCTION, at the MART, Tokenhouse-yard, E.C., on WEDNESDAY, the 16th MAY, 1888, at TWO o'clock precisely (unless previously disposed of by private treaty). With possession.

Particulars, with plan, &c., may be obtained of Messrs. Waltons, Bubb, & Johnson, Solicitors, 101, Leadenhall-street, E.C.; at the Mart; or of Messrs. Farebrother, Ellis, Clark, & Co., 29, Fleet-street, Temple Bar, and 18, Old Broad-street, E.C.

TEDDINGTON, MIDDLESEX.

Dunbar House and grounds, with lawns and pleasure grounds extending to the River Thames, and immediately opposite Teddington Weir. Coach-house, stabling, and laundry premises; kitchen garden and glasshouses, together containing nearly nine acres. Within 10 minutes' walk of the Teddington Railway Station. Possession on completion of the purchase.

MESSRS. DRIVER & CO. will OFFER to AUCTION the above FREEHOLD PROPERTY, at the MART, Lothbury, on THURSDAY, MAY 3, at TWO o'clock precisely, in One Lot. The residence is built in red brick, with stone dressings, well screened and set back from the high road. It comprises outer and inner halls, drawing room with casement opening to the conservatory, dining room, boudoir, library, and study. Above are 12 bed and dressing rooms, with bath room, &c. The domestic offices are ample. The pleasure grounds are tastefully laid out in flower beds, walks, lawns, &c, and extend to the river. On the opposite side of the road are the extensive stabling and coach-house premises, containing eight stalls and two loose boxes, double set of coach-houses, saddle and harness rooms, coachman's house, and spacious laundry, cow-house, and a well-stocked, walled kitchen garden. The glass comprises vineries, orchard houses, stove, and forcing pits. Adjoining is a paddock, nicely timbered and shrubbed. The portion extending from the Upper to the Lower Kingston roads could be utilized for building purposes if not required in connection with the residence.

Particulars of Messrs. Cunliffe & Davenport, Solicitors, 43, Chancery-lane; and of Messrs. Driver & Co., 4, Whitehall, London.

SALES BY AUCTION FOR THE YEAR 1888.

MESSRS. DEBENHAM, TEWSON, FARMER, & BRIDGEWATER beg to announce that their SALES of LANDED ESTATES, Investments, Town, Suburban, and Country Houses, Business Premises, Building Land, Ground-rents, Advowsons, Reversions, Stocks, Shares, and other Properties, will be held at the Auction Mart, Tokenhouse-yard, near the Bank of England, in the City of London, as follows —

Tues., May 1	Tues., July 3	Tues., Aug 21
Tues., May 8	Tues., July 10	Tues., Aug 28
Tues., May 15	Tues., July 17	Tues., Oct 9
Tues., May 29	Tues., July 24	Tues., Oct 23
Tues., June 5	Tues., July 31	Tues., Nov 6
Tues., June 12	Tues., Aug 7	Tues., Nov 20
Tues., June 19	Tues., Aug 14	Tues., Dec 11
Tues., June 26		

Auctions can also be held on other days. In order to insure proper publicity, due notice should be given. The period between such notice and the proposed auction must considerably depend upon the nature of the property to be sold. A printed scale of terms can be had at 80, Cheapside, or will be forwarded. Telephone No. 1,503.

MESSRS. DEBENHAM, TEWSON, FARMER, & BRIDGEWATER'S LIST of ESTATES and HOUSES to be SOLD or LET, including Landed Estates, Town and Country Residences, Hunting and Shooting Quarters, Farms, Ground Rents, Rent Charges, House Property and Investments generally, is published on the first day of each month, and may be obtained, free of charge, at their offices, 80, Cheapside, E.C., or will be sent by post in return for three stamps.—Particulars for insertion should be received not later than four days previous to the end of the preceding month. Telephone No. 1,669. Telegraphic address, "Akaber, London."—Sales for the Year 1888.

MESSRS. BAKER & SONS beg to announce that their SALES of LANDED ESTATES, Investments, Town, Suburban, and Country Houses, Business Premises, Building Land, Ground Rents, Reversions, Shares, and other Properties, will be held at the Mart, Tokenhouse-yard, E.C., as follows:—

Friday, May 4	Friday, July 20	Friday, Oct 12
Friday, May 18	Friday, Aug 3	Friday, Oct 26
Friday, June 8	Friday, Aug 24	Friday, Nov 16
Friday, June 22	Friday, Sept 7	Friday, Nov 30
Friday, June 29	Friday, Sept 21	Friday, Dec 14
Friday, July 13		

Auctions can be held on days besides those above specified.—No. 11, Queen Victoria-street, E.C.

ROMFORD, ESSEX.

Re the National Standard Land Company in (voluntary) Liquidation,—Freehold Building Estate of about 12 acres.

MESSRS. BAKER & SONS have received instructions from the Liquidator, H. Dever, Esq., with the concurrence of the Mortgagee, to SELL by AUCTION, at the MART, E.C., on FRIDAY, MAY 4, in One Lot, a valuable FREEHOLD BUILDING ESTATE, comprising 11a. 2r. 34p., most desirably situate about five minutes' from the town of Romford and 10 minutes' from Romford Station, having frontages of over 2,000ft. to the Brentwood-road and Heath-park-road, well adapted for the erection of small villas for which there is a great demand, and fully ripe for development either by resale in plots or for the creation of ground-rents.

Particulars and conditions of sale of Messrs. Russell, Son, & Scott, Solicitors, No. 14, Old Jewry-chambers, E.C.; of Henry Dever, Esq., the Liquidator (Messrs. Deloitte, Dever, Griffiths, & Co., Accountants), 4, Lothbury, E.C.; and of the Auctioneers, 11, Queen Victoria-street, E.C.

OXFORD STREET, BLACKFRIARS, BARNSBURY, and WANDSWORTH.

To Trustees and others.—Valuable Freehold Investments, together producing £216 per annum.

MESSRS. BAKER & SONS will SELL by AUCTION, at the MART, E.C., on FRIDAY, 4th MAY, at TWO, in Four Lots, the following FREEHOLD INVESTMENTS:—

OXFORD-STREET.—The Freehold Shop and Dwelling-house, No. 20, Upper Rathbone-place, let on lease for seven years at £81 per annum.

BLACKFRIARS.—Freehold Dwelling-house, known as No. 56, Stamford-street, let on lease for 21 years at £90 per annum.

BARNSBURY.—Freehold Ground-rent of £12 per annum, secured on Nos. 89, 91, and 93, Bride-street, with reversion to the rack rental in 1907.

WANDSWORTH.—Freehold Ground-rents of £14 4s. per annum, arising from Nos. 2, 4, 6, 8, 10, 12, 14, and 16, Milford-street, Wandsworth-road, with the reversion to the rack rentals in the year 1930.

All the above properties, being situate in excellent localities, and well let, offer capital investments to trustees, capitalists, and others. Particulars at the Mart; of Messrs. Cave, Cox, Cave, & Lafone, Solicitors, 50, Gracechurch-street, E.C.; and of the Auctioneers, 11, Queen Victoria-street, E.C.

SHAFTESBURY AVENUE.

Valuable Freehold Investment, producing £400 per annum.

MESSRS. BAKER & SONS will SELL by AUCTION, at the MART, on FRIDAY, MAY 4, unless previously sold privately, a highly valuable FREEHOLD ESTATE, commandingly situate at the corner of Shaftesbury-avenue and Greek-street, comprising three houses and shops, No. 61, Shaftesbury-avenue, and Nos. 32b and 33, Greek-street, let on repairing lease for an unexpired term of 13 years at the low rental of £400 per annum, and offering a high-class investment for trustees and others, as at the expiration of existing lease it can be lucratively adapted as a corner site for a tavern, restaurant, or shops, and the present rental considerably increased.

Particulars, plans, and conditions of sale may be had of G. R. Holland, Esq., 14, South-square, Gray's-inn; and of the Auctioneers, 11, Queen Victoria-street, E.C.

BERKELEY SQUARE AND BATTERSEA.

MESSRS. WARD & CLARKE will SELL by AUCTION, at the MART, City, on THURSDAY, 3rd MAY, at ONE o'clock, the following PROPERTIES:—

BERKELEY SQUARE.—A moiety of Freehold Ground Rent of £100 per annum secured on 52, Charles-street, now occupied by Lady Iddesleigh. Vendor's Solicitor, W. H. Vaughan, Esq., 149, Bow-road.

BATTERSEA.—Plot of Freehold Land in Ethelburga-street, and detached Cottage Residences, with large gardens, available for building purposes. In Two Lots. Vendor's Solicitors, Messrs. Lee & Pembertons, 44, Lincoln's-inn-fields.

Particulars of the Auctioneers, 2, Lancaster-place, Strand

BATH.—First-class Ground Rents.

MESSRS. POWELL & POWELL will SELL by AUCTION at the CITY AUCTION MART, Quiet-street, Bath, on TUESDAY, the 29th MAY, 1888, at THREE o'clock p.m. precisely, well-secured GROUND RENTS to the amount of £485 per annum. In about Eighty Lots.

Detailed particulars may be obtained of the Auctioneers, No. 8, Union-street, Bath; Spackman & Son, Terrace-walk, Bath; or of Stone, King, & Co., Solicitors, Bath.

THE NEW RIVER.

Unquestionably the choicest home Investment of this or any other age. The attention of Government Stockholders whose dividend is about to be reduced by the Chancellor of the Exchequer's conversion scheme, is especially directed to the New River, as affording an investment infinitely superior to Consols, as not only is there no fear of reduction, but the prospect of an annually increasing income, and an enormously valuable reversion in twenty years to the rack rents of the Company's large London Estates.

MESSRS. EDWIN FOX & BOUSFIELD will SELL, at the MART, on WEDNESDAY, MAY 2, at TWO o'clock, valuable and important FREEHOLD ESTATES, comprising one-half of a King's Share in the Estates and Interests of the New River in possession and expectant; the dividend on each Freehold share for the year ending Christmas last was over £2,000, having risen from £1,136 in a little over twenty years, together with the reversion to a large annually increasing income, and to the share of the landed and other properties, notably that in Clerkenwell, extending over 50 acres covered with buildings, the leases of which expire in about twenty years, when the rack rentals come into possession.

Also Twenty £100 NEW SHARES (fully paid), the dividend on which last year was 12½ per cent.

The Estates and Shares will be offered in such lots as will enable small capitalists to acquire an interest in this grand historic Corporation, while larger capitalists can secure several lots without competition.

Particulars at the Mart; of Messrs. Bockett, Stunt, & Nash, Solicitors, 60, Lincoln's-inn-fields, W.C.; of Messrs. Dimond & Son, Solicitors, 95, Wimpole-street, W.; and of Messrs. Edwin Fox & Bousfield, 99, Gresham-street, Bank, London, E.C.

At the MART, on WEDNESDAY, MAY 9th, at TWO o'clock precisely,

MESSRS. EDWIN FOX & BOUSFIELD will SELL the following PROPERTIES:—

LIFE INTEREST of a gentleman, aged 54, in a moiety of the annual income of £117 4s. The Reversionary Interest to the Residuary Estate of a testator, now consisting of £12,168 14s. 2d. Reduced Three per Cents.; also Four Policies of Assurance for £2,500.—Vendors' Solicitors, Messrs. Ivens & Morton, Kidderminster; and Messrs. Day & Son, 28, Great George-street, Westminster, S.W.

ABSOLUTE REVERSION to ONE-FIFTH of a SUM of £40,000 CONSOLS, in Court, receivable on the death of a gentleman, aged 83 years, free of legacy duty.—Vendor's Solicitors, Messrs. Lee & Pembertons, 44, Lincoln's-inn-fields, W.C.

CITY OF LONDON.—Important Freehold Ground Rents, amounting to £3,176 8s. 1d. per annum, amply secured, and arising from warehouse premises, Nos. 9, 10, 11, 12, and 12a, Long-lane; Nos. 8, 9, 10, and 11, Redcross-street; No. 23, Chapel-street; Nos. 68 and 69, Milton-street; Nos. 2 and 3, Butler-street; and No. 25, Moor-lane, leased at the above ground-rents for terms of from 70 to 90 years unexpired, and let to successful traders.—Vendors' Solicitors, Messrs. Chapple, Welch, & Chapple, 25, Carter-lane, Doctors'-commons, E.C.; Messrs. Charles & Tubbs, Surveyors, 17 and 18, Basinghall-street, E.C.

No. 99, Gresham-street, Bank, E.C.

BRIGHTON.

By direction of Trustees of the late Mr. John Eede Butt.—Valuable Freeholds, in good positions, producing rentals amounting to £548 per annum. Very secure investments.

MR. ATTREE, of Brighton, will SELL by AUCTION, at the ESTATE AUCTION MART, 136, North-street, Brighton, on MONDAY, APRIL 30, 1888, at THREE o'clock in Eight Lots, TWO FREEHOLD RESIDENCES, being Nos. 71 and 73, Lansdowne-place, each producing £55 per annum; No. 52, Brunswick-place, producing £115 per annum; No. 19, Victoria-road, let at £54 10s. per annum; Nos. 1 and 2, Goldsmid-road, situate in the Montpelier district, producing £100 and £70 per annum respectively; No. 26, West Hill-street, let at £26 per annum. Also a small Leasehold Property, situate in Ivory-place.

Particulars and conditions will be forwarded by post on application to Mr. Attree, Auctioneer, Brighton; or of Messrs. Holmes, Son, Lear, & Beldam, Solicitors, Littlehampton and Arundel.

OFFICES to be LET.—Some splendid Rooms in a fine building close to the Law Courts, the Patent Office, and the Chancery-lane Safe Deposit; lighted by electric light, and with every convenience; moderate rent; well suited for a solicitor, law stationer, or patent agent.—Apply at the Collector's Office, in the Hall of 63 and 64, Chancery-lane.

OFFICES and CHAMBERS.—Lofty and Well-lighted Offices and Chambers to be Let at Lonsdale Chambers, No. 27, Chancery-lane (opposite the New Law Courts). Also large, well-furnished Rooms for Meetings, Arbitrations, &c.—Apply to Messrs. LAUNDY & Co., Chartered Accountants, on the premises.

TO SOLICITORS REMOVING.—High-class professional Chambers to Let at 63, Lincoln's-inn-fields, an absolutely fire-proof, sanitary and well-lighted building; strong rooms, hydraulic safety lift, warmed corridors, speaking tubes, hall porter, and resident housekeeper; may be viewed at any time.